



महाराष्ट्र शासन राजपत्र

भाग एक-ल

वर्ष २, अंक ४६] गुरुवार ते बुधवार, नोव्हेंबर १७-२३, २०१६/कार्तिक २६-अग्रहायण २, शके १९३८ [पृष्ठे १००, किंमत : रुपये २३.००

प्राधिकृत प्रकाशन

(केंद्रीय) औद्योगिक विवाद अधिनियम व मुंबई औद्योगिक संबंध अधिनियम यांखालील
(भाग एक, चार-अ, चार-ब आणि चार-क यांमध्ये प्रसिद्ध केलेल्या अधिसूचना, आदेश व निवाडे यांव्यतिरिक्त)
अधिसूचना, आदेश व निवाडे.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. ए. एस. जगदाळे, कनिष्ठ अन्वेषक अधिकारी, औद्योगिक न्यायालय, मुंबई यांचा दिनांक २६ डिसेंबर २०११ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक २३/२०१२.—श्री. ए. एस. जगदाळे, कनिष्ठ अन्वेषक अधिकारी, औद्योगिक न्यायालय, मुंबई यांना त्यांच्या दिनांक २६ डिसेंबर २०११ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक १९ डिसेंबर २०११ ते २३ डिसेंबर २०११ या ५ दिवसांची परिवर्तित रजा, रजेच्या मागे दिनांक १८ डिसेंबर २०११ आणि रजेच्या पुढे दिनांक २४ व २५ डिसेंबर २०१४ हे सुट्ट्यांचे दिवस जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात येत आहे.

श्री. ए. एस. जगदाळे, हे रजेवर गेले नसते तर त्यांची कनिष्ठ अन्वेषक अधिकारी, औद्योगिक न्यायालय, मुंबई या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. ए. एस. जगदाळे, हे कनिष्ठ अन्वेषक अधिकारी, औद्योगिक न्यायालय, मुंबई या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक ३ जानेवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. एम. पी. वैद्य, सहायक प्रबंधक, औद्योगिक न्यायालय, मुंबई यांचा दिनांक २७ डिसेंबर २०११ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक २४/१२.—श्री. एम. पी. वैद्य, सहायक प्रबंधक, औद्योगिक न्यायालय, मुंबई यांना त्यांच्या दिनांक २७ डिसेंबर २०११ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक २८ डिसेंबर २०११ ते ३१ डिसेंबर २०११ पर्यंत एकूण ४ दिवसांची अर्जित रजा, रजेच्या पुढे दिनांक १ जानेवारी २०१२ च्या सुट्टीला जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. एम. पी. वैद्य, सदस्य, हे रजेवर गेले नसते तर त्यांची सहायक प्रबंधक, औद्योगिक न्यायालय, मुंबई या पदावरील स्थानापन्न नियुक्ती पुढे राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. एम. पी. वैद्य, सहायक प्रबंधक, औद्योगिक न्यायालय, मुंबई या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक ३ जानेवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्रीमती पी. पी. नन्नवरे, सहायक प्रबंधक, औद्योगिक न्यायालय, मुंबई यांचा दिनांक २३ डिसेंबर २०११ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक २५/१२.—श्रीमती पी. पी. नन्नवरे, सहायक प्रबंधक, औद्योगिक न्यायालय, मुंबई यांना त्यांच्या दिनांक २३ डिसेंबर २०११ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक २० डिसेंबर २०११ ते २५ डिसेंबर २०११ पर्यंत एकूण २८ दिवसांची अर्जित रजा, रजेच्या पुढे दिनांक २६ जानेवारी २०१२ च्या सर्वजनिक सुट्टीसह मंजूर करण्यात आली आहे.

श्रीमती पी. पी. नन्नवरे, ह्या रजेवर गेल्या नसल्या तर त्यांची सहायक प्रबंधक, औद्योगिक न्यायालय, मुंबई या पदावरील स्थानापन्न नियुक्ती पुढे राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्रीमती पी. पी. नन्नवरे, ह्या सहायक प्रबंधक, औद्योगिक न्यायालय, मुंबई या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक ३ जानेवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. व्ही. डब्ल्यू सोनावणे, न्यायाधीश, ५ वे कामगार न्यायालय, मुंबई यांचा दिनांक १४ डिसेंबर २०११ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक २६/१२.—श्री. व्ही. डब्ल्यू सोनावणे, न्यायाधीश, ५ वे कामगार न्यायालय, मुंबई यांना त्यांच्या दिनांक १४ डिसेंबर २०११ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक १९ डिसेंबर २०११ ते दिनांक २२ डिसेंबर २०११ पर्यंत एकूण ४ दिवसांची अर्जित रजा रजेच्या मागे दिनांक १८ डिसेंबर २०११ हा सुट्टीचा दिवस जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात येत आहे.

श्री. व्ही. डब्ल्यू सोनावणे, हे रजेवर गेले नसते तर त्यांची न्यायाधीश, ५ वे कामगार न्यायालय, मुंबई या पदावरील स्थानापन्न नियुक्ती पुढे राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. व्ही. डब्ल्यू सोनावणे, न्यायाधीश, ५ वे कामगार न्यायालय, मुंबई या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक ३ जानेवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. व्ही. डी. पिंपळकर, न्यायाधीश, ४ थे कामगार न्यायालय, ठाणे यांचा दिनांक १९ डिसेंबर २०११ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक २७/१२.—श्री. व्ही. डी. पिंपळकर, न्यायाधीश, ४ थे कामगार न्यायालय, ठाणे यांना त्यांच्या दिनांक १९ डिसेंबर २०११ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक १२ डिसेंबर २०११ ते दिनांक २३ डिसेंबर २०११ पर्यंत एकूण १२ दिवसांची अर्जित रजा रजेच्या मागे दिनांक १० व ११ डिसेंबर २०११ आणि रजेच्या पुढे दिनांक २४ व २५ डिसेंबर २०११ हे सुट्ट्यांचे दिवस जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात येत आहे.

श्री. व्ही. डी. पिंपळकर, हे रजेवर गेले नसते तर त्यांची न्यायाधीश, ४ थे कामगार न्यायालय, ठाणे या पदावरील स्थानापन्न नियुक्ती पुढे राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. व्ही. डी. पिंपळकर, हे न्यायाधीश, ४ थे कामगार न्यायालय, ठाणे या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक ३ जानेवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. एच. बी. शेळके, न्यायाधीश, कामगार न्यायालय, नागपूर यांचा दिनांक ५ डिसेंबर २०११ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक २८/१२.—श्री. एच. बी. शेळके, न्यायाधीश, कामगार न्यायालय, नागपूर यांना त्यांच्या दिनांक ५ डिसेंबर २०११ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक ७ डिसेंबर २०११ ते दिनांक ९ डिसेंबर २०११ पर्यंत एकूण ३ दिवसांची अर्जित रजा, रजेच्या मागे दिनांक ६ डिसेंबर २०११ आणि रजेच्या पुढे दिनांक १० व ११ डिसेंबर २०११ हे सुट्टीचे दिवस जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात येत आहे.

श्री. एच. बी. शेळके, हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, नागपूर या पदावरील स्थानापन्न नियुक्ती पुढे राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. एच. बी. शेळके, न्यायाधीश, कामगार न्यायालय, नागपूर या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक ३ जानेवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. ए. आर. महाजन, सदस्य, औद्योगिक न्यायालय, मुंबई यांचा दिनांक ४ जानेवारी २०१२ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक ३३.—श्री. ए. आर. महाजन, सदस्य, औद्योगिक न्यायालय, मुंबई यांना त्यांच्या दिनांक ४ जानेवारी २०१२ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक ५ जानेवारी २०१२ ते ७ जानेवारी २०१२ पर्यंत (दोन्ही दिवस धरून) एकूण ३ दिवसांची अर्जित रजा, रजेच्या पुढे दिनांक ८ जानेवारी २०१२ चा रविवार हा सुट्टीचा दिवस जोडून मंजूर करण्यात येत आहे.

श्री. ए. आर. महाजन, हे रजेवर गेले नसते तर त्यांची सदस्य, औद्योगिक न्यायालय, मुंबई या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. ए. आर. महाजन, हे सदस्य, औद्योगिक न्यायालय, मुंबई या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक ४ जानेवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. डी. बी. पतंगे, न्यायाधीश, कामगार न्यायालय, औरंगाबाद यांचा दिनांक १९ डिसेंबर २०११ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक ६०/१२.—श्री. डी. बी. पतंगे, न्यायाधीश, कामगार न्यायालय, औरंगाबाद यांना त्यांच्या दिनांक १९ डिसेंबर २०११ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक २६ डिसेंबर २०११ ते दिनांक ३१ डिसेंबर २०११ पर्यंत एकूण ६ दिवसांची अर्जित रजा, रजेच्या मागे दिनांक २४ व २५ डिसेंबर २०११ आणि रजेच्या पुढे दिनांक १ जानेवारी २०१२ हे सुट्ट्यांचे दिवस जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. डी. बी. पतंगे, हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, औरंगाबाद या पदावरील स्थानापन्न नियुक्ती पुढे राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. डी. बी. पतंगे, न्यायाधीश, कामगार न्यायालय, औरंगाबाद या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक ९ जानेवारी २०१२.

INDUSTRIAL COURT, MAHARASHTRA, MUMBAI

Administrative Building, 1st Floor, Government Colony, Bandra (E.), Mumbai 400 051.

Read.—(1) High Court, Bombay Confidential Letter No. X-0202/2001,
dated 26th December 2001.**NOTIFICATION**

No. 61/12.— By virtue of the provisions contained in Regulations 11, 13, 18 and 19 of the Industrial Court Regulations framed under Bombay Industrial Relation Act, 1946, the President, Industrial Court, Maharashtra, Mumbai, hereby notifies following days to be observed as Holidays by the Labour Court, Industrial Courts at Mumbai, Commissioner for Workmen's Compensation, Mumbai, and Wage Boards, Mumbai during the Year, 2012.

HOLIDAYS-2012

Sr.No. (1)	Occasion (2)	Dates (3)	Days (4)
1	Republic Day	26th January 2012	Thursday
2	Mahashivratri	20th February 2012	Monday
3	Holi	8th March 2012	Thursday
4	Gudi Padwa	23rd March 2012	Friday
5	Mahavir Jayanti	5th April 2012	Thursday
6	Good Friday	6th April 2012	Friday
7	Maharashtra Day	1st May 2012	Tuesday
8	Independance Day	15th August 2012	Wednesday
9	Parsi New Year Day	18th August 2012	Saturday
10	Ramzan-Id	20th August 2012	Monday
11	Ganesh Chaturthi	19th September 2012	Wednesday
12	Anant Chaturdashi	29th September 2012	Saturday
13	Mahatma Gandhi Jayanti	2nd October 2012	Tuesday
14	Dasara	24th October 2012	Wednesday
15	Bakri-Id	26th October 2012	Friday
16	Diwali Holidays	11th to 17th November 2012	Sunday to Saturday
17	Guru Nanak Jayanti	28th November 2012	Wednesday
18	Christmas	25th December 2012	Tuesday

Note.— Following days have not been notified as Holidays as they fall on Sundays and 2nd Saturday.

Sr.No. (1)	Occasion (2)	Holiday fall on date in the year 2012 (3)	Days (4)
1	Id-E-Milad	5th February 2012	Sunday
2	Chh. Shivaji Maharaj Jayanti	19th February 2012	Sunday
3	Ramnavmi	1st April 2012	Sunday
4	Dr. Babasaheb Ambedkar Jayanti	14th April 2012	2nd Saturday
5	Buddha Pournima	6th May 2012	Sunday
6	Moharrum	25th November 2012	Sunday

Industrial Courts and Labour Courts in the State of Maharashtra Except Mumbai, will observe Holidays Summer and Christmas Vacation for the Year 2012, as declared by the respective District Courts.

The dates of Summer and Christmas Vacations for the Industrial Courts at Mumbai are as under :—

Summer Vacations : From Monday, 14th May 2012 to Sunday, 10th June 2012 (Both days inclusive)

Christmas Vacations : From Monday, 24th December 2012 to 2nd January 2013 (Both days inclusive)

During the Summer and Christmas Vacations the offices of the Industrial Courts in the State of Maharashtra shall remain open from 10-30 a.m. to 6-00 p.m. on working day, but no work except of an urgent nature will be admitted after 2-30 p.m.

The Judges of the Labour Courts in the State of Maharashtra and Commissioners for Workmen's Compensation, Mumbai may avail two weeks concessional off during the vacations.

The Industrial Courts and Labour Courts in the State of Maharashtra and office of the Commissioner for Workmen's Compensation, Mumbai and Wage Board's, Mumbai, shall work on every Saturday except 2nd and 4th Saturday in every month in addition to other working days.

The list of Holidays and vacations is likely to be modified as per the directions issued in near future by the Hon'ble the Supreme Court of India in Writ Petition No. 1022/89 (All India Judge's Association Vs. Union of India and Others).

Mumbai,
Dated the 10th January 2012.

VIDYASAGAR L. KAMBLE,
President,
Industrial Court, Maharashtra, Mumbai.

INDUSTRIAL COURT MAHARASHTRA, MUMBAI

BEFORE SHRI S. K. SHALGAONKAR, MEMBER

Complaint (ULP) No. 769 of 2003 — (1) Shri Sunil Harishchand Davane, (2) Shri Satish Tukaram Revale, (3) Shri Vasan Sadashiv Kadam, All the three workmen be served at the address- C/o. Satish Tukaram Revale, Revale Chawl, Khanderao Dongri, Datta Pada Road, Borivali (E), Mumbai 400 066.—*Complainants Versus* (1) Standard Laboratories Pvt. Ltd., (2) Dr. Nitin V. Mahadevia, Address for both 32-N, Laxmi Industrial Estate, Link Road, Versova, Andheri (W), Mumbai 400 053.—*Respondents*.

In the matter of complaint of unfair labour practices under Item 9 of Schedule IV of the MRTU and PULP Act, 1971.

CORAM.— Shri S. K. Shalgaonkar, Member

Appearances.— Shri Sunil Kharwal, Advocate for the complainants. Shri B. Menon, Advocate for the respondents.

Judgment

(Dictated and Delivered in open Court on 5th December 2011)

1. It seems from the record below Exh.U-1 the main complaint originally got filed by the trade-union so named therein in the caption below Exh.U-1 as against the Respondent No.1 and 2 company in respect of unfair labour practice as per Item 9 of Schedule IV of the MRTU and PULP Act, 1971 (hereinafter referred to as the Act, 1971) with the office of this Court on 28th November 2003. However, it has been replaced through amendment with the name of the complaint with 3 individual workmen/complainants so named therein as per the order dated 8th August 2008 in the complaint so mentioned therein by the complainant. It be treated accordingly individual Complainant No.1 to 3.

2. The original complainant union has been representing majority of the workmen employed by the Respondent No.1, which is a private limited company mainly in doing the business of manufacturing and marketing of artificial dentures; of which the respondent No.2 has stated therein as the Managing Director of the Respondent No.1 company, who alleged to have been engaged in commission of an unfair labour practice as per Item 9 of Schedule IV of the Act, 1971 on and from 22nd November 2002.

3. The contentions of the complainants so stated therein and pleaded therein; that could be taken down in brief as under :—

That, being aggrieved with the unfair labour practices so committed by the Respondent No.1; thereby declaring an illegal lockout and insisting upon an illegal undertaking from the workmen of the Respondent No.1 company; *vide* there earlier Complaint (ULP) No. 164/92 before the Hon'ble Industrial Court, Maharashtra, Mumbai (hereinafter referred to as Complaint (ULP) No. 164/1992.)

4. Finally, that Complaint (ULP) No. 164/1992 was disposed off *vide* judgment and order dated 22th November 2002; thereby holding that, the Respondent No. 1 had engaged an unfair labour practice under Item 9 of Schedule IV of the Act, 1971 and directed the Respondent No.1 company to pay wages to these 3 workmen named above; till the date of lifting the lockout imposed against the workmen (Annexure 'A'). However, according to this complainants; till the date the respondents have not complied with the same.

5. According to the complainants further; on receipt of the said judgment and order passed by the Hon'ble Industrial Court in the aforesaid complaint; the complainant union *vide* its letter dated 25th March 2003 (*vide* Annexur 'B') requested the respondents to comply with the same. But it was replied on 4th April 2003 by the respondents categorically and specifically refusing to comply with the said order (Annexure 'C').

6. By way of tactics in order to avoid its compliance of the judgment and order dated 22nd November 2002; but trying to abouse the same the Respondent No.1 thereafter preferred W.R. No. 1996/03 before the Hon'ble Bombay High Court, which was summarily dismissed after hearing both sides at its admission stage itself (Annexure 'D').

7. Thereby giving another opportunity to the respondents; it has through its letter dated 10th October 2003 offered itself an amicable settlement, but *vide* its letter dated 16th October 2003 the respondents refused to do in furtherance thereof (Annexure 'E' and 'F' are the copies thereof).

8. Thereby it is the contention of the complainant that, *vide* said letter it was evident that the respondents have no intention to comply with the said order; but with ulterior motives to misuse the process of law. But with the false contentions the respondents have adopted stating that, these said 3 workmen did not report for duties as alleged therein inspite of the fact that, it was observed by the Ld. Judge in the said complaint that, the said three workmen offered themselves for duties and the respondents refused to allow them to perform duties, which got confirmed by our Hon'ble Bombay High Court; respectively. Thereby according to these complainants; the respondents have engaged in unfair labour practice as per Item 9 of schedule IV of the Act, 1971; thereby refusing to comply with the aforesaid judgment and order the respondents have also demonstrated willful disobedience and utter disregard to the very judgments and orders; respectively.

9. In result thereof; the concerned three workmen in this complaint remained unemployed and caused grave prejudice and irreparable loss were caused to them on account of aforesaid unfair labour practice so mentioned hereinabove.

10. Thereby it is lastly prayed *vide* Para 15 (a) to (h) mainly by allowing this complaint it be held and declared that the respondents have committed an unfair labour practice as per Item 9 of Schedule IV of the Act, 1971 against the complainant. Further direct the respondents to lift alleged lockout and allow the said three workmen so named hereinabove to resume their duties with continuity of service and all other consequential benefits. And pay their full arrears of unpaid wages as directed by the said Judgment dated 22nd November 2002. passed by the Industrial Court, Mumbai in the Complaint (ULP) No.164/1992 respectively.

11. Also the respondents be directed to pay full wages as may be payable from time to time, every month on or before 5th of each month etc. with costs.

12. *Vide* Exh.U-3 the list of xerox-copies of the documents running 6 in number got filed on record by the complainants.

13. The respondents through the list below Exh.C-3 have brought on record xerox-copies of the awards passed in the Ref. (IDA) No.117, 118 and 119/1993 by the P.O., 10th Labour Court, Mumbai, through its xerox-copies right from Page No.1 to 57 on 17th January 2004.

14. It seems from the record; there is an 'affidavit-in-reply' below Exh.C-4 on behalf of the respondents dated 12th February 2004. Below Exh.C-5 the list of documents the respondents have produced on record-xerox copies thereon running 7 in number right from page No. 1 to 40; respectively;

15. Below Exh.U-9 it seems from the record; there is a 'written note of argument' in respect of the interim-relief application filed by the complainants on 8th February 2005. Similarly, the respondents have filed 'written argument' on behalf of the complainant in rejoinder below Exh.U-10 dated 16th March 2005. Below Exh.C-8 the 'Written-submission' on behalf of the respondents to the interim-relief application got filed on record on 5th April 2005; respectively.

16. It seems from the record; these respondents through this pursis-cum-application below Exh.C-8A seems to have deposited through cheque total amount of Rs. 5,305 due and payable in favour of the respective complainant workmen 3 in number with the office of this Court *vide* its endorsement dated 11th May 2005 therewith.

17. Through the adoption-pursis below Exh.C-9 dated 22nd November 2005 the respondents have adopted as its 'Written-statement' its earlier 'affidavit-in-reply' below Exh.C-2 and C-4. Hence, it is being treated as a 'written-statement' on behalf of the respondents so filed on record therewith and could be taken down its contents in short as under :-

18. Through affidavit of the Respondent No.2 dated 15th January 2004; so contended therein on behalf of the respondents that could be taken down in short as under :-

That, being in the capacity as a Director of the Respondent No.2 company it is mentioned therein that the very complaint is not maintainable both on facts and in the eyes of law; it be dismissed on this ground. Through the W.R.No.1996/2003 filed by these respondents with the Hon'ble Bombay High Court, which got rejected accordingly. And appeal against the same before the Hon'ble Division Bench so filed has been lying therewith. Hence, the present Complaint (ULP) No. 769/2003 deserves its rejection as mentioned therein.

19. Further it is stated that, these 3 workmen in respect of whom the present complaint got filed as already having a Ref.(IDA) No.118/1993 pending before the 10th Labour Court, Mumbai and after hearing the same on 30th August the Ld. PO of 10th Labour Court, Mumbai has pleased to reject Ref.(IDA) No.117, 118 and 119/1993; of course, with no order as to costs (enclosed the xerox-copy of the said order/award with the list below Exh.C-3).

20. In addition to; it is stated that, the very complaint is barred by limitation as this complaint got filed beyond the period of 90 days of the alleged cause of action.

21. The complainant does not disclose very unfair labour practice under Item 9 of Schedule IV of the Act. 1971. Therefore, in view of the said order nothing is due in favour of these workmen as demanded by these complainants right from 2nd January 1992 to 4th February 1992 as ordered by the Hon'ble Industrial Court till the appeal is decided.

22. In the judgment of the said Complaint (ULP) No.164/92; it has been mentioned by the Ld. judge that, the respondents had lifted the lockout on 4th February 1992; but it was having the lockout notice so given on 2nd January 1992. However, the said order of the Industrial Court, Mumbai since under challenged in the appeal before the Hon'ble Bench of the Hon'ble Bombay High Court as well as in view of the order so passed in the Ref.(IDA) No.118/1993 by rejecting the said reference matter. Hence, nothing was due and payable to these workmen to claim the payment of their alleged dues in their favour right from the year 1992 till the date. Hence, the very complaint is wrongly filed; it be rejected on this ground and that is what has been mentioned clearly in the judgment of the Complaint (ULP) No.164/1992. Therefore, it is lastly prayed that, both the interim-relief application as well as the complainant be rejected with costs.

23. Below Exh.C-4 thus has been treated as a 'written-statement' on behalf of the respondents its 'affidavit-in-reply' below Exh.C-4 and its contents are being taken down in short are as under :-

According to these respondents; it is stated therein that, the affidavit so filed by Shri Shivaji Chavan, President of the union with the Hon'ble Bombay High Court is false as he was not alone to enter his office or the factory premises on 8th January 1992; but otherwise in the incidence of assault and criminal case filed by police on the President, which is in progress in the criminal Court.

24. And there was no implication for invitation in respect of discussion by the management on 8th January 1992; since all the workers were on strike as well as the president of the union and its office-bearers were involved in the said incidence of assault.

25. As since the said lockout was not challenged by the union and the workmen as mentioned therein in respect of the incidence, which took place on 8th January 1992 in the letter dated 9th January 1992 addressed by the union to the police station is enclosed therewith. In respect of written complaint made by the Secretary of the said union by name Shri Gopal Shinde similar to that of above one with the police station on 9th January 1992 itself and the evidence to that effect of one Shri S. H. Davne in the said matter has been recorded, who has confirmed about the said incidence, which do show that in addition to Shivaji Chavan and Pundalik Kambli, all those workmen who were on strike entered in the factory premises under wrong excise (FIR copy enclosed).

26. Thereby it is denied that, these respondents have committed an unfair labour practice as alleged by the complainants. The affidavit of one Shri S. H. Davne, one of the complainants in this matter had called all the workers at the gate as this affiant invited him for discussion on telephone and that is stated in his evidence.

27. Accordingly, it is his case further that, these respondents have received a letter regarding withdrawal of the strike from the side of the union on 9th January 1992 through its letter dated 31st December 1991, which was dispatched by the union on 3rd January 1992 and received by this affiant on behalf of the respondents on 9th January 1992 respectively (copy of the letter is enclosed herewith).

28. Thereby according to this affiant on behalf of the respondents; the Secretary of the union and 3 workmen concerned on whose behalf the present complaint got filed made a syndicate to make wrong affidavit and try to extract payment from him unnecessarily. Hence, it is lastly prayed that, the interim-relief application be rejected with costs.

29. With the list below Exh.U-11 the complainants have produced on record xerox-copy of the criminal complaint filed before the respective Labour Court alongwith its annexure right from page No. 1 to 74 as against these respondents.

30. Below Exh.C-10 the list; the documents got filed on behalf of the respondents through its xerox-copy i.e. the Hon'ble Division Bench Judgment in the respective Appeal No.159/2003 dated 11th September 2009 and 20th January 2009; respectively alongwith the corrected order dated 11th October 2009 in the same appeal itself.

31. Below Exh.C-13 is seems that, there is 'additional-written-statement' filed on behalf of these respondents in this matter on 17th January 2011; wherein it is contended that could be taken down in short as under :-

That, as per the very order so passed in the Appeal No.159/2004 arising out of the WP No. 1996/2003 thereby observing by the Hon'ble Division Bench of our Hon'ble Bombay High Court that, the date of lifting of the lockout is 4th February 1992. The amount deposited by the respondents with this Court on 11th May 2005. Hence, it is stated therein further by these respondents in view of the above position; the present complaint does not survive it be dismissed.

32. Further it is stated therein that, these complaints have filled 3 application under Section 33C(2) of the Industrial Disputes Act, 1947 (hereinafter referred to as the ID Act) before the 1st Labour Court, Mumbai vide Application (IDA) No.250, 251 & 252/2008; whereby these 3 complaints have sought execution of the order dated 12th November 2002 passed in the complaint (ULP) No.164/1992 by the Industrial Court at Mumbai; which came to be allowed party vide order dated 20th October 2010.

33. Hence according to these respondents; the present Complaint is also the execution and implementation of the very same order dated 22nd November 2002 passed in the Complaint (ULP) No. 164/1992 by the Industrial Court, Mumbai.

34. Therefore according to these respondents; the present complaint is bad in law, illegal and unjustified on the following other grounds namely :—

(a) That, the very complaint is barred by Section 59 of the Act, 1971.

(b) That, the complaint deserves to be dismissed on the count that the very same relief these complaints have claimed in the present complaint got adjudicated by the 1st Labour Court Mumbai in the group of application (IDA) No. 250, 251 and 252/2008. Hence the present complaint be dismissed on the principle of double jeopardy and/or multiplicity of proceedings and/or vexatious or litigation or principles akin thereto.

35. That, since these complaints have closed their factory accoring to these respondents/undertaking situated at 32-N, Laxmi Industrial Court, New Link Road, Andheri (W), Mumbai 400 053 w.e.f. 31 May 2010 by paying the legal dues to its all workmen, who were on the rolls at the relevant time and respondents have also vacated the above said rented premises which were easy on lease.

36. Therefore, it is lastly prayed that, this be taken on record as 'additionsl -written-statement' so signed by the Respondent No.2 on behalf of the Respondent No.1.

37. With the permissin of this Court to sought by these complainants below Exh.U-28 with the list below Exh.U-29 they have produced on recored certified-true-copy of the award in Ref. (IDA) No. 117, 118 and 119/93 and the evidence on record therewith throught its xerox-copies with this list on 8th November 2011; respectively.

38 with the list below Exh.C-14, C-17 and C-19 on the respective dates; these respondents have produced on record xerox-copies of the documents enlisted therein respectively on their behalf.

39. On the basis of rival contentions of both sides to the litigation below Exh.O-4 the issues got framed by the Ld. Predecessor of this Court on 6th June 2007; they are 3 in number and same are being answered by this Court throught its findings; of course, suported with reasons thereof as under :—

<i>Issues</i>	<i>Findings</i>
1. Whether complaint is maintainable ?	Yes-in-part
2. Does complainants prove that the respondents have engaged in the unfair labour pratice under Item 9 ?	Yes-in-part
3. Whether compalinant is entitled to the reliefs as prayed for?	Yes -in-part

Reasons

40. Heard the learned Advocate Shri.Sunil Kharwal for the Complainat No.1 to 3; the concerned-workmen in this matter on 28th November at length Advocate Shri. B. Menon for the respondents on 2 December 2011; respectively at length. In addition to; by filling main-points of argument on behalf of the respodents below Exh.G-25 on the day itself on record and the learned Advocate Shri. Kharwal has tried to reply it on law-point only on 2 December; itself.

41. *Issues No.1 and 2.*— Since the issue No.1 and 2 are nothing but virtually involving and arising of a mixed-question of fact and law to be decided finally on merits; it is thought-fit by Court at this juncture to address the Issue No.1 and 2 and decided the same simultaneously through its common findings. It is for the simple reason that, the Issue No.1 though it is in the form of 'preliminary-issue; but by virtue of law laid down through catena of case-laws in the form of judgments of the Hon'ble Apex Court of the Land and to that of our Hon'ble Bombay High Court; it was not sought to be decided as a preliminary issue. Hence, to decided them, through common-findings of this Court to the Issue No.1 and 2; for maintaining the brevity of its findings and avoiding its overlapping of the same. It is having added feature that, though in the adopted written-statement its affidavit-in-reply below Exh.C-2 and C-4 these respondents have raised abjections to that effect in respect of the very maintainability of the Complaint (ULP) below Exh.U-1 as well as particularly through 'additional-written-statement' below Exh.C-13 later on so filled on behalf of these respondents. All these if read together it in totally gives ample impetus to this Court to decided the Issue No.1 and 2 through its common finding of this Court accordingly.

42. In this respect; it is the oral submission of the learned findings. It is for the Advocate for the complainants that, originally the complainant was the concerned trade union alter on through amendment with respect to 3 employees involved in this matter as against the respondents alleging indulgence of unfair labour practice as per Item 9 of Schedule IV of the Act.1971 got filled it on record on 28th November 2003.

43. It is his oral submission by admitted that, the earlier Complaint (ULP) No.164/1992 on 30th December 2002 got withdrawn; meanwhile on 9th January 1992 notice of lockout got challenged and the same complaint i.e Complaint (ULP) No.164/1992 got finally decided on merits on 22th November 2002 (Annexure 'A'). The same got Challenged through the W.P.No.1996/2003 which got dismissed. Hence, the respondent company has challenged also the same through LPA with our Hon'ble Bombay High Court.

44. In fact, according to the learned Advocate for these complainants; these 3 employees only been continued in the employment with the respondent-company/employer but under lockout to that effect to that extent only and with the list below Exh.U-29 dated 8 November 2011 with his rider he orally submitted before the Court that, earlier interim-relief order so passed below Exh.U-2. dated 3 May 2005 remained uncomplied with by the respondents. hence. there was criminal complaint was required to be filled against them and the same interim-relief order dated 3 May 2003 remained unchallenged by the respondents with Higher Forum of Law. Thereby it is his second-limb of oral submissions that, these 3 concerned employees are still in continuance of their relations of employee and employer but so far not severed thereto.

45. No doubt; the learned Advocate for these complainants has drawn the attention of this Court the very order passed by the Hon'ble Division Bench in the Appeal No.159/2004 arising out of W.P.No.1996/2003 with Its relevant order dated 20 January 2009 since Its earlier writpetition got dismissed as against the respondent company.

46. Fairly enough; the learned Advocate for these complainants has submitted before the Court that, the learned Judge of the labour Court concerned has granted 33-C-2 application so called filled these employees-concerned and thereby these employees have been already granted with wages at the hands of the concerned Labour Court, granted, Mumbai.

47. Lastly, he has submitted before the Court that, below Exh.U-22 the evidence of Complainat No.1 Shri. S.H. Davne got adduced on behalf of other complainants and the same got cross examined and by leading oral evidence below Exh.C-16 on behalf of the respondents in this matter before the Court lastly. Therefore, it is his oral submission that, in the ambit of the powers

as in the backdrop of the series of litigations it has not been brought on record by these respondents that, in the intervening periods, wages have remained to be paid in favour of these complainants on the ground of alleged not reporting for duty; nor giving an undertaking in writing so sought for by the management, these complainants on the other hand were reporting for duty. Hence they are entitled to get full wages for the intervening period till the lockout was lifted accordingly and respectively by allowing this complaint in his favour or these complainants; he concluded his oral submission across the bar.

48. On 2nd December 2011 the learned Advocate for the respondents has submitted before the Court with his initial oral submission; of course, in addition to main points of written arguments through Exh.C-25 he filed it on the very day itself; but two-laws on which he referred to and relied upon through its xerox -copies he has not filed it on record through compilation till the date to that effect.

49. According to the learned Advocate for these respondents; below Exh.O-4 on 6th June 2007; this Court had framed issued 3 in number. However, there has been no specific issue in respect of objection so taken place through Exh.C-2, C-4 and later on by way of addition written-statement below Exh.C-13 on the very ground that, the very complaint so filed below Exh.U-1 initially by the complainant union later replaced by these concerned 3 employees through amendment got filed 9 months after the alleged cause of action. Hence, it is barred by limitation and there is a delay of 9 months so as taken place.

50. The learned Advocate with his oral submissions has tried to elaborate and convince this Court with his further oral submission that, vide Para 1 on page 2 below Exh.U-1 the alleged unfair labour practice got started on and from 22 November 2002 on part of the respondents and vide Para 13 below Exh.U-1 itself it was alleged that, it has started unfair labour practice on 22 October 2003; it is self contradictory itself. As against the same; on 28 November 2003 the main complaint below Exh.U-1 got filed on record as against these respondents.

51. As far as Issue No.1 concerned; it is his oral submission further that, for the same and similar type of relief employees 3 in number have already filed with the respective Labour Court application under Section 33-C-2 of the ID Act, 1947, which was allowed by the Ld. Judge, Labour Court. Hence, it is barred by Section 59 of the Act, 1971.

52. Thereby according to the learned Advocate for the respondents; the very complaint is also hit by principle of double jeopardy since for the same cause of action the Complaint (ULP) litigation arising from the order so passes finally on merits in the Complaint (ULP) No.164/1992 for its execution of the said order; these complainants could have invoked Section 50 of the Act, 1971; but they have filed this complaint below Exh.U-1 allegedly for non-compliance of the Hon'ble Industrial Court's order earlier so passed in the Complaint (ULP) No.194/1992 (Exh.C-14). Hence, it is not maintainable as he has submitted before the Court.

53. On the other hand; by way of reply on law-point the learned Advocate for these complaints has submitted before the Court and admitted fairly and candidly that, these complaints concerned employees 3 in number have got 33-C-2 applications duly allowed but in part turned out of the very verdict so passed earlier in their favour i.e. in the earlier Complaint (ULP) No.164/1992 vide its order and judgment dated 22 November 2003 as it is having recurring cause of action on the court that, the respondents have not paid the wages for the intervening period till the date.

54. With regard to issue No.; it is the oral submission of the learned Advocate for the respondents that, with the list below Exh.U-3 particularly vide Para 25 as well as Para 23 on running Page 17 wherein the final judgement in the earlier Complaint (ULP) No.164/1992 got decided vide Its Judgment and order dated 22 November 2002; wherein it is mentioned particularly

on Page 27 thereof that, on 2 February 1992 the said lockout was lifted. However, in the Appeal 159/2004 arising out of the W.P.No.1996/2003 dated 20th January 2009 and through corrigendum dated 4th February 2009. On this count it his oral submission through the documents with the list below Exh.C-10 the said order got duly complied with by these respondents in favour of these 3 concerned employees. In the same breathing; the learned Advocate for these respondents has referred to and relied upon the judgement known as *Balkrishna Pen* of our Hon'ble Bombay High Court, in the matter between ***Maharashtra General Kamgar Union & Ors. V/S. Balkrishna Pen Pvt. & Ors.. reported. in 1987 -II-CLR-374*** and the law laid down therein is reproduced below :—

“Maharashtra Recognition of Trade Union and Prevention of Unfair Labour Practice Act, 1971-Ss.5(d), 24,25,28,30,32-Notwithstanding provisions of S.25 of the Act Industrial Court also has jurisdiction to decide whether strike is deemed to be illegal under the Act, Industrial Court assumes this power as incidental to its power to decide complaint relating to unfair labour practice falling under Item 1 of Schedule III.”

55. According to the learned Advocate for the respondents by pointing out the additional-written-statement below Exh.C-13 with his oral submission supported with the affidavited-testimony below Exh.C-16 that, w.e.f. 31st May 2010 the respondents No.1 company with its manufacturing activities have already been closed and this closure has not been challenged anywhere by these complainants at all.

56. And last but not least it is his oral submission further that, the Respondent No. 2 was unnecessarily made a party to this litigation. To that effect; the documents got filed with the list below Exh.C-7 and Exh.C-8 and concluded that, in view of the law laid down by our Hon'ble Bombay High Court, in the matter between ***Association of Engineering Works V/S. The Super Tool Co. P. Ltd & Ors.. reported in 1990-I- CLR-335*** and the proposition of law so laid down therein as under :—

“Only two remedies are available to the workmen to recover the amount ordered from the Employer. The first remedy is under S.50 of the Act which is a normal remedy. The High Court had occasion repeatedly to consider the ineffectiveness of this method. The other method, presumably, is to launch a criminal prosecution under S.48 of the Act. If the recovery of the amount is not stayed, is there any warrant in writ jurisdiction for staying the criminal prosecution against the employer for recovery of the amount ? There in no warrent on petition, as it stands, for staying the criminal prosecution of the employer.”

Accordingly, the complaint be dismissed with costs.

57. As far as these issues are concerned in general as it involved a mixed-question of fact and law but particularly with regard to Issue No. 2 it the alleged unfair labour practice at the hands of these respondents as per Item 9 of Schedule IV of the Act, 1971. It is for these complainants to both plead and prove the same; of course, through the cogent evidence before the Court. In furtherance thereof; these complainants mainly the Complainant No. 1 by name Shri S.H.Davne for him and for other two has filed his affidavited-testimony in lieu-of-examination-in-chief particularly for the complainant union below Exh.U-14 dated 3rd December 2007 as mentioned therein thereby reiterating the whole of the contentions he has pleaded below Exh.U-1. However, in support of his case below Exh.U-22 a detail affidavit in lieu of his examination-in-chief got filed on record on 15th September 2009 and he got duly cross-examined on behalf of the other side i.e respondents before the Court on 7th February 2011; respectively.

58. However, in this cross-examination below Exh.U-22 on oath before the Court particularly *vide* Para 21, he has admitted that, “I have passed 9th Std. exam and failed 10th Std exam, I can both read and write English, to some extent. It is correct to say that, the complaint filed through our union, whereby it is based upon the order passed by the Learned Predecessor of this Court in the Complaint (ULP) No.164/1992.”

59. The pertinent admission given by the said witness for himself and for other also in his cross *vide* Para 22 on page 7 below Exh.22, "It is true to say that, no Court of law has decided/held the said lockout as illegal. The question proposed to put to the witness under cross is in relation to Para 5 of the affidavited-testimony below Exh.U-22; is also covering to the point of earlier-ruling given by this Court as above; as it is the "matter of record". Therefore, the earmarked portion *vide* Para 5 below Exh.U-22; alongwith *vide* Para 4 are treated as unwarranted and hence it is treated as deleted."

60. The said witness below Exh.22 *vide* Para 23 on running page 7 has admitted to have got dismissed the W.P. No.1996/2003 and thereby an Appeal No. 159/2004 got filed and by virtue of the ruling of this Court on running page and below Exhibit U-22 the affidavited testimony of this witness *vide* Para 6,8,10,11,12,13 and 14 so also 16 since are in the form of various Court of law orders passed on the respective dates and therefore, they are required to be treated as deleted.

61. It is pertinent to note at this juncture that, the very crucial admission the single solitary witness on behalf of this complainant below Exh.U-22 in his cross on running Page 9 *vide* Para 25 he has given is worth to mention herein. "It is correct to say that alongwith my co-employee we have filed Application u/s.33C(2) No.250 & 251 & 252 of 2002 before the First Labour Court in Mumbai. It is correct to say that in those 3 matters the Ld. Judge has passed order on 20th October 2010 respectively. It is correct to say that these 3 matter have been filed by us in order to get complied with the order passed by the Predecessor in Complaint (ULP) No. 164/1992."

62. On the other hand; on behalf if these respondents the Respondent No.2 below Exh.U-16 by name Shri N. V. Mahadevia filed his affidavited-testimony dated 9th May 2011; wherein he has referred to and reiterated the whole of the contentions he has pleaded in this additional written statement below Exh.C-13 virtually and in his cross-examination he has admitted *vide* Para 9 that, alongwith him another Directors were there at the material time with the Respondent No.1 company by name Daksha Mahadevia, Konark 19 R. K. Society, N. S. Road No.6, J. V. PD. Scheme, Vile Parle (W), Mumbai 400 056. However, it is pertinent to notes at this junctions that, the questions in relation to *vide* Para 11 in his cross-examination on Page 4 below Exh.C-16 so taken got sustained with the ruling the Court has given on Page 4 *vide* Para 11 accordingly.

63. *Vide* Para 13 on running Page 4 below Exh.C-16 the said single solitary witness has fairly admitted that, in the Ref.(IDA) No. 117, 118 and 119/1993 these reference matters got dismissed and in the same breathing he has admitted further that, "It is true to say that, the reference matter got dismissed. As the workers concerned therein since did not turn up for work with the establishment, hence, the management was constrained to treat it as a lockout. It is true to say that, the management did not issue the notice of closure of the establishment to the concerned workmen in this matter."

64. it is noticed by this Court that, as per the very admission given by the single-solitary-witness on behalf of the respondents below Exh.C-16 last but 4 lines with reference to the documents below Exh.C-8A on 11th May 2005; payment of dues so deposited by the management with the office of this Court in respect of due and payable to these concerned-workmen.

65. As far as the documentary evidence is concerned; it is not disputed at this juncture that, the then Presiding Officer of the Hon'ble Industrial Court, Mumbai in the earlier Complaint (ULP) No.164/1992 which got decided finally on merits *vide* and order dated 22nd November 2002 the same got challenged by the original respondent company through the W.P No.1996/2003 and admittedly the same was dismissed as against the petitioner (original-respondent-company). Hence, it challenged in the Appeal No.159/2004 arising out the said W.P No. 1996/2003 with our Hon'ble Bombay High Court, Hon'ble Division Bench *vide* order dated 20th January 2009 "as *vide* Para 1 on running Page 2 has decided the same alongwith the Notice of Motion No.168/2008 also got

disposed off". Wherein the Hon'ble Division Bench has observed *vide* Para 2 with the list below Exh.C-10, "Perusal of the order passed by the learned single Judge shows that the only question which was argued before the learned Single Judge was whether the employer was justified in asking the workers to sign the undertaking before permitting them to join the duties. The Learned Single Judge has considered the terms of the undertaking which have been reproduced in the order and the Learned Single Judge has held that considering the terms of the undertaking, it cannot be said that the employees unreasonably declined to sign the same. It appears that no other point was urged before the learned Single Judge. In this view of the matter therefore, we perused the record including the form of the undertaking, we find that the terms in which the undertaking was sought were quite unreasonable and therefore the workers were justified in declining to sign the undertaking. In any case, the only question involved is payment of wages to three workers for the aforesaid period which cannot be said to be a working period and the amount is also not substantial. In our opinion no interference at our hands is called for. Appeal is dismissed with no order as to costs. Notice of Motion No.168 of 2008 is disposed off."

66. *Vide* para 1 the observation and the finding given by the Hon'ble Division Bench is being reproduced here, "But on 2nd January 1992 workers offered to work, but the employer-petitioner did not permit them without they giving an undertaking. It appears that many of the employees gave undertaking and three of the employees did not give it. Therefore, they were not permitted to work till lifting of the lockout i.e. 4th February 1993. The only question to be decided by the Court was whether the employer was justified in refusing to permit three workers to work because they did not agree to sign the undertaking. The Industrial Court directed the employer to pay the workmen for the period from 2nd January 1992 till the date of lifting of the lockout i.e. 4th February 1992".

67. It does show and indicate that, the undertaking so alleged to have been required to be given by these 3 concerned workmen did not agree to sign the said-undertaking. Hence, the Learned Judge of the Industrial Court in the Complaint (ULP) No.164/1992 *vide* his order dated 22nd November 2002 directed the employer to pay these concerned workmen for the period of from 2nd January 1992 till the date of lifting of the lockout i.e. 4th February 1992. It does show further that, this has been squarely admitted by the complainant's single witness below Exh.U-22 in his cross *vide* Para 21 on running Page 26 and *vide* Para 22 on Page 7 below Exh. 22 the said witness for these complainants has admittedly did not challenge with any Court of Law; in getting it declared the said lockout as "illegal". In addition to; to buttress the same; there is nothing on record from the said of these complainants on this count through any piece of document.

68. It is also not in dispute at this juncture that, ref. (IDA) No. 117, 118 and 119/1993 got disposed off by the Ld. po., 10th Labour Court, Mumbai; through its respective Award to that effect and as admitted *vide* para 25 by these complainants single witness *vide* Para 25 on running page 9 that, these employees 3 in number have filed Application (IDA) No. 250, 251 and 252 / 2002 before the 1st Labour Court, Mumbai and which have resulted into final order so passed on 20th October 2010 in their favour; but initially got filed by them in order to get complied with the order passed by the Predecessor in the Complaint (ULP) No.164/1992.

69. On this count; it would be just and fair on side of this Court to take a judicial cognizance of the fact that, when the Court has perused the documents with the list below Exh.U-3 the complainant has produced it on record; alongwith the main complaint by way of annexure particularly the judgment and order so passed by the Ld. Predecessor of this Court in the earlier Complaint (ULP) No.164/1992 dated 22nd November 2010 particularly the observation and findings given by the Ld. Predecessor of this Court *vide* point No.3 to Para No.23 on Page 17 that these complainants have claimed the wages of the employees for the period in between 2nd January 1992 till the

lockout was lifted and the observations to that effect further, "the question remains about the employees who have not given the undertaking and their reference is pending before the Labour Court".

70. On the other hand; the observation on running page 19 *vide* Para 24 it is observed by the Ld. Predecessor therein that the workers have decided to withdraw the strike from 1st January 1992 and decided to resume on duty from 2nd January 1992. On 2nd January 1992 the workers though have tried to resume their duties; they were not allowed to resume the duty by the respondents (Annexure 'B'). This has been repeated *vide* Para 25 to that effect. The observation goes on line further *vide* Para 24, that "these employees have deprived of their-wages". However, since; excepting 3 of these employees have settled the dispute and the monetary claim with the respondent. As pointed out by the Ld. Advocate for these complainants further *vide* Para 28 on running Page 21 and 22, "Therefore, the respondent has to consider the individual rights to claim wages of three employees till the date they have been terminated from service. Therefore also, the right of 3 employees for claiming their wages still survives and, therefore I have given my finding to that effect accordingly, because the contract of employment is admittedly casts responsibility on both i.e. the employee has to report for duty and do the expected work and the employer shall pay his accordingly. The facts on record indicate that these employees have though reported for duty, they were not allowed to resume nor their wages were paid".

71. However, in the W.P. No.1196/2003 and the order passed by the High Court dated 22nd September 2003 and the particular finding *vide* Para 4 last few lines are worth to be reproduced, "Bare reading of the above para discloses that no undertaking in the manner asked for was permissible and refusal on the part of the employees to execute such undertaking cannot be held to be justification for refusing them to resume to their duties. Being so, no fault can be found with the impugned judgment and order passed by the Industrial Court in the facts and circumstances of the case and it does not warrant any interference".

72. The Court has also perused the documents with the list below Exh.C-8A which does show that, total amount of Rs.5,305 as per the interim-relief order so got passed below Exh.U-2 dated 3rd May 2005 got duly complied with in respect of these 3 workers i.e. the present complainants with the office of this Court by cheque and recorded through entry on 11 May 2005 respectively. Below Exh.U-11 the criminal complaint copy so field by these complainants under section 48(1) the Court has gone through. The observation made by the Ho'ble Division Bench; through its order dated 20th January 2009; thereby ultimately dismissing the very Appeal No.159/04 and also Notice of Motion No.168/2008 got disposed off therewith; too.

73. The fact remains both in law and on facts also; that, in the peculiar set of circumstances; the admission given by the respondent's single witness below Exh.C-16 *vide* Page 4 below Exh.C-16 reproduced below "It is true to say that, to the aforesaid effect; I did not right any letter addressed to these complainant-workman calling upon them to report for work" and the very admission on Page 4 in his cross below Exh.16 has come to the fore that, "as the Managing Director for the Respondent No.1 the management did not write any letter/issued any chargesheet; nor conducted any enquiry into the same; since, the management was adamant to secure an undertaking of the concerned-workmen provided they give on undertaking, they would be allowed to report for duty".

74. It means; both on facts and in the eyes of law that, the management has on one hand; both on facts and in the eyes of law; did not severe/alien off their relations in the capacity as an "employer company to that of its employees i.e. these complainants 3 in number so named below Exh.U-1; nor terminated their services; by following due process of law and on account of their not

reporting for duty; these complainants were virtually kept out of employment; for no fault on their side; except the undertaking in writing they refused to give it to the management has remained intact. It means further without issuance of any chargesheet and/or showcause notice to that effect; nor conducted any enquiry into the same virtually and impliedly their relations were not severed off; but it remained intact.

75. pausing for a while; as per the very admission given by the complainant's single witness below Exh.U-22 particularly; *vide* para 25; preceded with *vide* para 21 in his cross below Exh.22; if read together the Court finds a sum and substance in the oral submission; as well as written notes of argument below Exh.C-25; that for the same cause of action i.e. execution of the order so passed in the earlier Complaint (ULP) No.164/1992 dated 22nd November 2009 got duly complied with; irrespective of the fact that their Ref.(IDA) No.117 to 119/2003 got rejected; through Award finally against them; by the respective Labour Court, Mumbai.

76. However the fact remains virtually and factually remained the same that, through Application (IDA) No.250, 251 & 252/2002 filed under section 33-C-2 of the ID Act, 1947 by these 3-employees got resulted into finally on merits in their favour *vide* order dated 20th October 2010 And the same got filed by these 3 complainant-employees in order to get complied with the order passed by the Predecessor in the complaint (ULP) No.164/1992 dated 22nd November 2009 (para 25 Exh.22 the admission given by the complainant witness) runs parallel and equal cuts-off the complainants own wings by this very admission, which gives a sufficient impetus in totality and cumulatively to hold by this Court that, it is nothing but overlapping of the same relief by the same employees concerned 3 in number; through different litigations under different provisions of law. Hence, it could be treated as 'hit' by Section 59 of the Act, 1971; as the principle analogous to "double jeopardy" does apply to the facts and circumstances as emerged in this matter in the i.e. main complaint below Exh.U-1 so filed for unfair labour practice as per Item 9 of Schedule IV of the Act, 1971 got repeated; at the hands of these complainants and they got complied with in their favour; to that effect.

77. It is pertinent to note at this juncture that; though as per the settled principle of law; there is no bar of limitation as contemplated under Section 28(1) of the Act, 1971 on the ground of alleged unfair labour practice within the meaning of item 9 of Schedule IV of the Act, 1971; as is of having recurring cause of action; there is no limitation. But pausing for a while; it is the self-contradictory the pleading goes through the main complaint below Exh.U-1 filed with the office of this Court on 28th November 2003; for alleged unfair labour practice on and from 22nd November 2002 Para 1 Page 2 below Exh.U-1 as against para 13 below Exhibit U-1 itself *w.e.f.* 22nd september 2003, It is self contradictory itself; but that is not fatal; but seems to be technical one or clerical mistake on part of these complainants.

78. Thereby; it is held that, these complainants have failed to succeed in proving their case as against the respondents and also failed to prove that, these respondents have neglected to pay their full wages/the wages under the title as unpaid wages till the lockout was lifted, which remained to be challenged at the hands of these complainants; of course, through their respective trade union with any appropriate forum of law on record till the date. However, it is equally proved and that can be held at this juncture that, in principle they are entitled to get their wages till the period the lockout was lifted i.e. 4th February 1992 as well till their relations as employee-employer between these complainants 3 in number; with to that of the management of the Respondent No.1 to 3; remained alive/subsisting and so far not severed/terminated by and with the help of due process of law and in terms of in not allowing them to report for duty. Hence, these complainants are entitled to get their unpaid-wages due and payable by the management of the respondents; in their favour. It is equally the net outcome of these common findings to the Issue No.1 and 2 accordingly and respectively. Thus, it is held, that the Issue No.1 and 2 are answered in affirmative; in part to that extent; accordingly.

79. *Issue No.3.*—Nothing remained to be adjudicated; nor any relief is deserved to be granted in faovur of the complainants, however; except to the extent of unpaid wages in favour of these complainants 3 in number due and payable till the lockout is lifted on 4th February 1992 by the management; they are entitled to get it; provided they were held to be already entitled to get their wages due and payable by virtue of the judgment so passed in the Application (IDA) No.250, 251 & 252/2002 dated 20th October 2010.

80. The net-result there of would be these complainants are entitled to get difference between the already amount they received; by virtue of the said judgment dated 20th October 2010 passed in the group of Application (IDA) No.250, 251 & 252 filled under Section 33-C-2 of the ID Act, 1947 as the case be. Thereby the Issue No.3 is deserved to be answered in part; of course, in affirmative to that extent only. This is done on the basis of the affirmative finding to that extent in part so given by this Court; while answering throught the common-findings to the Issue No.1 and 2 in the forgoing paras of this judgment; as above.

81. It is observed by this Court that, by way of 'amended-written-statement' below Exh.C-13; supported with the documentary-evidence below Exh.C-19 i.e. Exh.C-20 & Exh. C-22-collectively; as well as Exh.C-23 i.e. in respect of notice of closure and cancellation of a registration certificate under Section 16 of the Maharashtra Value Added Tax 2002; all these do cumulatively go to show that, the manufacturing activities of the Respondent No.1-company got closed *w.e.f.* 29th April 2010. And except these 3 employees i.e. complainants; other employees were given their full and final settlement proceeds below Exh.C-20 collectively (Exh.C-19 list). It is the later part of development which has not been covered in this Complaint (ULP) No.769/2003; as there is no consequential amendment to the main complaint below Exh.U-1 on this count; if any, tried to have been made by these complainants; till the date. But a judicial cognizance of this fact is required to be taken by this Court; while parting with this judgment as on today.

82. With this view in mind; the issue No.3 stands answered in part in affirmative in the words and for the reasons so narrated as above. Thus, the Court proposes to pass the following final order; which would meet the ends of justice, equity and good conscience.

Order

1. The Complaint (ULP) No.769/2003 below Exh.U-1 filed for unfair labour practice as per Item 9 of Schedule IV of the Act, 1971 stands allowed; of course, with no order as to coste.

2. It is hereby declared that the respondents have indulged into an unfair labour practice as per Item 9 of Schedule of IV of the Act, 1971; of course, to that extent only.

3. The Respondent No.1 and 2 are hereby directed; to pay the arrears of unpaid wages due and payable in favour of these complainants named above (of course by deducting the amount already paid in their favour by the management for the respective-period); whichever is more; within a period of a month from today; failing which; it would carry an interest at the rate of 9% p.a. is thereon; whichever is lateron.

Mumbai,
dated the 5th December 2011.

S. K. SHALGAONKAR,
Judge,
Employees Insurance Court, Mumbai.

I/c. Registrar,
Industrial Court, Mumbai,
dated the 5th December 2011.

INDUSTRIAL COURT, MAHARASHTRA, MUMBAI

BEFORE SHRI S. K. SHALGAONKAR, MEMBER

COMPLAINT (ULP) No. 748 of 2003.—Maharashtra Employees Union, Kokanipada, Kurar Village, Malad (E.), Mumbai 400 097....*Complainant—Versus—* (1) M/s. Kausar Auto Supply Co. and Ors., Bharat Petroleum Corporation, S. G. Marg, Agripada, Mumbai 400 011, (2) Shri Nitin Upadhyaya M/s. Kausar Auto Supply Co. and Ord., Bharat Petroleum Corporation, S. G. Marg, Agripada, Mumbai 400 011, (3) Shri Arun Kumar Pandey, M/s. Kausar Auto Supply Co. and Ord., Bharat Petroleum Corporation, S. G. Marg, Agripada, Mumbai 400 011.—*Respondents*.

Subject.—In the matter of complaint of Unfair Labour Practice under Items 1(a), (b) of Schedule II and Items 6, 9 and 10 of Schedule IV of the MRTU and PULP Act, 1971.

Coram.— Shri S. K. Shalgaonkar, Member.

Appearances.— Shri F. R. Mishra, Advocate for the complainant.

Shri D. K. Sinha, Advocate for the respondents.

Judgement

(Dictated and delivered in open Court on 25th, 26th and 29th August 2011)

1. Below Exh. U-1 is the main-complaint filed by the trade-union by name; Maharashtra Engineering Plastic and General Kamgar Union; after its amendment so carried out as per order passed below Exhibit U-27 dated 14th March 2011 it has changed into the Maharashtra Employees Union in the same address as a complainant got filed as against the respondent No. 1 to 3 so named in the caption below thereof for unfair labour practices as per item(a), (b) of Schedule II and item 6, 9 and 10 of Schedule IV of the Act, 1971 filed with this Court initially on 17th November 2003.

(2) The contentions so pleaded by the complainant-union as against these respondents below Exhibit U-1; that could be taken down in brief as under :

That, the complainant union got registered under the Trade Union's Act, 1926 with the competent authority of the Government and has been functioning since the year 1970 and has been representing the workmen in various Industrial units at Thane, Mumbai as well as the workmen working with the Respondents No. 1 simultaneously.

3. According to the complainant union; the alleged unfair labour practice has been started at the hands of the respondents on and from 12th November 2003 and the same has been continued day to day till the date of filing of this complaint.

4. According to the complainant; the Respondent No. 1 Company has engaged in the business of supplying Petrol, Diesel, Engine Oil and Accessories and having its service station alongwith the CNG Pump started in the year 1993 and has been making profits with the help and assistance of near about 45 workmen; including office staff with it.

5. According to the complainant-union; their service conditions with the respondents are however very poor as the wages paid to them are below MW Act applicable to Automobile Repairing Workshops and Garages; as per the notification issued by the State Government.

6. Annexure 'A' to this main complaint are the members of this complainant union who were earlier members of one trade union by name Maharashtra Mathadi Transport and General Kamgar Union prior to 6th October 2003.

7. But according to the complainant union; they have resigned from the earlier trade unions; membership and got the membership of the complainant union on 6th November 2003 (Annexure 'A') as per their wheel and at their own accord *vide* RPAD letter dated 6th March 2003 and 10th November 2003 respectively (Annexure 'B' collectively).

8. The Respondent No. 1 company was duly intimated *vide* RPAD and UPSC letter dated 11th November 2003 with the contention that, while appointing workmen (union members) in its employment its earlier management by name Shri Ayyab Bhai and Shri Raut are obtained the signatures of workmen on two vouchers of the company affixing revenue stamp thereon with given an understanding that to the Government department in order to maintain permanent and extent ESIC as well as PF benefits in their favour.

9. The designations and the number of workmen in the filed have been elaborated *vide* para 3(c) specifically; but their maintenance of service records was not proper in order to deprive them of the status and privileges of permanent employees. Thereby according to the complainant; it is an unfair labour practice as per item 6 of Schedule IV of the Act, 1971.

10. According to the complainant-union; the respondent-company has been working in 3 shifts; of course, service stations runs from 10 a.m. to 6-00 p.m. without lunch-break; so also these workmen were not issued with the leave books, attendance cards and they have been paid the applicable to the workshops. Thereby all these in *toto* amounting to ULP as per item 9 of Schedule IC so alleged against it.

11. The respondents have also changed mode of payment of earned wages which were earlier paid on wage register by obtaining but now same are being paid through vouchers right from the month of March, 2003 onward without the consent of the workmen and without issuing a notice under Section 9A of the ID Act, 1947.

12. When requested for getting it done as per the provisions of law; these complainant's members were treated with dismissal, discharge and termination of their services alongwith its consequences. hence,through the letter correspondence it was brought to the notice of the respondent management (Annexure 'C' collectively).

13. The attitudes of the respondents have been totally changed as one Mr. Nitin Upadhyay on 12th November 2003 has called upon the union members/workmen in the office of respondent and threatened Sarvashri A. C. Raut, Pandey, Shivranjan Tiwari and others as mentioned *vide* Para3(b) in the main complaint and who were on duty to resign from the membership of the complainant union within a week failing which they would be discharged/terminated their services (Annexure 'K') the workmen's list. They have also not paid their earned wages for the period of July, 2003 onwards but adopted pressure tactics. Thereby this is an unfair labour practice within the meaning of Item 1(a), (b) of Schedule II of the Act, 1971 and when the act was brought to the notice of the respondents *vide* its letter dated 12th November 2003 (Annexure 'D').

(Since the Court has busy in the final argument today in the secod-session in Revn. Application (ULP) No. 56/2009. hence, C.T.O., it is deferred till tomorrow.)

Resumed till i.e. on 26th August 2011.—

14. The learned Advocate today in the morning-session for the complainant-union; of course, by way of 'reply' highlighted on the law point only by bringing to the notice of this Court that, in reply to the jurisdictional objection so taken on behalf of the respondents Ld. Advocate on record as a law-point; he has appraised this Court with the alleged fact that, Mr. Devendra Soni one of the member-employees of the complainant-union was not allowed to resume duty by the management of the Respondent No. 1 Company, nor any of the facilities/terms and conditions of service as per different provisions of the Labour law have not been extended to the complainant-member-employees amounting to an Unfair labour Practice as per Items 9 and 10 of Schedule IV of the Act, 1971.

(As this Court today in the second-session has been very much busy in the time expedited matter by the Hon'ble Supreme Court of India in the Application (ICTU) No. 05/05; the further judgment in this complaint is required to be deferred till Monday i.e. on 29th August 2001; respectively.)

Resumed today i.e. on 29th August 2011 in the first-session.

15. According to the complainant union further, it is its case that, in order to break the very workers unity and the union so also create a fear in the mind of its workmen it has indulged into an act of force and violence on 13th November 2003 and thereby one Respondent No. 2 Mr. Nitin Upadhyay called on one Mr. Devendra Soni and enquired about his length of service and question about becoming members of the complainant union. And also informed Shri Upadhyay that all these workmen have been permanently working with the respondents since January, 2000. Some assault has taken place as alleged, who one Shri Devendra Soni at the hands of one Shri Nitin Upadhyay the Respondent No. 2. To that effect; Shri Soni had lodged police-complaint with the respective police-station against Shri Upadhyay and also *vide* his letter dated 14th November 2003 (*vide* Annexure 'E').

16. According to the complainant-union further; though Shri Devendra Soni on 15th November 2003 he reported for resumed his duties. But he was not allowed without the fitness certificate. Though the fitness certificate was issued by Dr. D. Y. Nair Hospital, Mumbai. Both the persons by name Mr. Arunkumar Pandey and another one were present but the Respondent No. 3 refused to allow Mr. Devendra Soni to resume his duties. Irrespective of request for Mr. Devendra Soni's allowing him to report duties of Sarvashri Baban Singh and Bharmhadev Singh requested the Respondent No. 2 to do so. But all of them were threatened with the removal of their services. But the facts were brought on record *vide* letter dated 15th November 2003 (Annexure 'F').

17. Thereby the respondents have threatened these employees of the complainant-union-members and thereby the respondents have engaged with the unfair labour practice in respect of threatening these employees with their termination of service and engaging a contractor/agency for performing such duties though being done by the complainant union member employees. Thereby an unfair labour practice these respondents have been doing within the meaning of Item 1(a)(b) of Schedule II as well as Item 6, 9 and 10 of Schedule IV of the Act, 1971. Therefore, lastly it is prayed that, by allowing this complaint; the respondents be directed to allow Shri Devendra Soni to resume his duties to his original post and pay him the wages right from 15th November 2003 till he resume his duties.

18. However, it is noticed that by way of amendment; the complainant has added this aforesaid relief on 14th July 2011 and got deleted the relief the complainant union has claimed *vide* Para 9(c)(d)(e)(f) and (g) respectively.

19. It seems from the record that, the IR order got passed by the Ld. Predecessor of this Court below Exhibit U-2 on 19th November 2003 restraining thereby the respondents from terminating the services of the employees named *vide* Annexure 'A' to the complaint, without following due process of law.

20. Thereafter it seems from the record that below Exhibit C-5 there is a 'written-statement' filed on behalf of the respondents on record on 18th March 2004; wherein it is contended that could be taken down in short are under :—

The contentions, averments alongwith the allegations so levelled by the complainant union, as against the Respondent No. 1 to 3 are denied to be true.

21. However, it is the case of the respondents that, both the IR application as well as the main complaint below Exhibit U-1 both on facts and in the eyes of law are not maintainable. Hence, it be dismissed.

22. According to these respondents; the complainant union has no constitutional right to file this complaint as against these respondent's petrol pump. Hence, it be dismissed.

23. It is further denied by these respondents that, the Respondent No. 1 has been employed 45 workmen in its employment and their service-conditions are very poor as alleged.

24. It is the case of these respondents further that, the Respondents No. 3 had purchased the entire unit of the Respondent No. 1 from Servashri Tayyabhai and Mr. Aruf Khan without any employees. By giving their full and final settlement of all their claims and rights by the earlier employer to its employees; the thereby their services came to an end. Thereafter, the Respondent No. 3 had newly appointed all these workers as named in the Annexure 'A'. It is specifically denied that, these workmen-concerned are failed to pay through vouchers right from March 2003.

25. However, it is the case of the respondents that; one Mr. Umapati Pandey and Shivpujan Tiwari were not in its employment; since June, 2003 itself. Therefore, any contention with regard to these two persons are not relevant in this matter. Hence, it is denied to be true. In fact, the said-workmen themselves had approached the Respondent No. 2 and giving him treat; for which; a separate action is being initiated against Mr. Devendra Soni.

26. However, it is admitted that, right from 15th November 2003 one Mr. Devendra Soni was not taken on work, for which separate action is being taken against him and after through enquiry into the same is being taken against it.

27. In fact, according to these respondents; the respondents have not every right to terminate the services of its workmen as per the Law and this Court cannot restrain them to do so.

28. Sarvashri U. R. Pandey and S. R. Tiwari alongwith Mr. Devendra Soni are not at all in the employment with the respondent No. 1 at any time of filing this complaint as against the respondents.

29. By way of 'amendment' dated 13th March 2009; it is done *vide* Para 11 last line so added that, that the complainant-union; has no constitutional-right of filing this complaint on behalf of the workmen, against the respondent's petrol-pump. And the present-complaint be dismissed on this ground alone. Therefore, lastly prayed that the complaint be dismissed; as it has not engaged in any unfair labour practice on alleged.

30. It seems from the record that, there is an I.O. is report dated 29th April 2004 filed by the then I.O. of the Industrial Court, Mumbai; as named therein below Exhibit O-3 on record; alongwith minutes he has written dated 21st April 2004.

31. With the list below Exhibit U-23; the documents enlisted therein; of course, in the xerox form on behalf of the complainant-union on record on 13th March 2009.

32. Then; below Exhibit U-4 the complainant-union has produced on record with this list Annexure 'A' giving the names of the employees with their service year starting from December, 1975 upto 2000 alongwith the wages per month (Exhibit U-4A). Then, xerox-copies of the documents right from Page No. 1 to 37 with the list dated 17th November 2003; respectively.

33. Then, below Exhibit U-9 also the complainant has produced on record xerox-copies of the documents right from page No. 1 to 9. Then, with the list below Exhibit U-13 also the documents got produced on record by the complainant union right from Page No. 1 to 15; of course, through its xerox-copies.

34. Nevertheless, the respondents also produced on record with this list below Exhibit C-11 the documents running from Page No. 1 to 10.

35. Then C-13 the list the documents in the form of bonus, which is report dated 6th July 2007 as well as the leave-book for the year 2001 to 2007 alongwith, the extract of bonus-register right from page No. 1 to 154; respectively.

36. Then, below Exhibit C-18 the xerox-copies of the balance-sheet for the year 2004 to 2006 right from Page No. 1 to 15 got produced on record by the respondents respectively.

37. It seems from the record; below Exhibit O-4, dated 29th April 2007 the learned Predecessor of this Court has framed 3 issues and these issues are being answered by this Court, through its findings; of course, supported with the reasons thereof are as under :—

<i>Issues</i>	<i>Findings</i>
1. Does complainant prove that, the respondents have engaged in the unfair labour practices under Item 1(a), (b) of Schedule II and Items 6, 9 and 19 of Schedule IV of the Act, 1971 ?	Yes
2. Whether the complainant is entitled for the reliefs claimed ?	Yes
3. What order ?	As per the final order

Reasons

38. Heard the learned Advocate Shri F. R. Mishra for the complainant-union with its member-employees and learned Advocate Shri B. K. Sinha for the respondents on 9th August 2011 and 22nd August 2011; respectively. And by way of 'reply' on law-point on behalf of the complainant-union Shri F. R. Mishra on 26th August 2011 in the first-session itself has submitted before this Court.

39. *Issue No. 1.*—In this respect; it is the oral submission for the complainant-member-employees; of course. through its learned Advocate on record that, when these complainants have been deprived of all their legal rights including payment of wages as per the Minimum Wages Act, so applicable to this industry i.e. automobile industry/petrol pump/workshop respectively; but when they have been getting with duly complied with one of its member employees by name one Mr. Devendra Soni he was not being provided with work; but threatened with termination of its services orally at the hands of one Mr. Nitin Upadyay i.e. Respondent No. 2; to that effect a police-complaint got lodged against him. Though in fact no termination did take place in respect of Mr. Devendra Soni; but he was not been allowed to work; nor allotted with work by the management of the Respondent No. 1 at the relevant time.

40. Then, his second-limb of oral submission is that, on 6th November 2003 the original complainant-union has been organized and the workers, who were earlier members of that respective union have resigned and became the members of the complainant-union. No sooner the IR order got passed in favour of the complainant-union/its member-employees. It is his oral submission further that, the respondents have started to harass the concerned-employees and thereby they have started harassing them unauthorizedly and illegally.

41. To that effect; he took this Court to various documents with the list below Exhibit U-4 and also brought to the notice of this Court that, the oral evidence so adduced below Exhibit U-19 and U-24 on behalf of the complainant-union. However, in the cross-examination of one Shri A. K. Pandey below Exhibit C-19 *vide* Para 14 in his cross; he has admitted to that effect. Below Exhibit C-13, U-20 about not allowing i.e. Shri Devendra Soni; to report for duties. Indirectly; by pointing

out further on behalf of the complainant/member-employees that, *vide* Para 7 in the 'written-statement' below Exhibit C-5; in respect of Mr. Devendra Soni; no chargesheet was issued to him; nor he was dismissed for his alleged-default and thereby these respondents have indulged into an unfair labour practice under the Act, 1971.

42. He has brought to the notice of this Court with the list below Exhibit U-4 *vide* Page No. 24 to 33 the complainant has made out its case as against these respondents.

43. On the other hand; the learned Advocate for the respondents has brought to the notice of this Court that, *vide* Para 3(f) the complainant itself has admitted in respect of the incidence which took place on 15th November 2003; for which a requisite-disciplinary-action has been initiated against one Mr. Devendra Soni by the management.

44. Then, he took this Court Exhibit C-13-the list; whereby the documents so enlisted therein on record that, the said concerned-employees, whose legal dues were duly paid, as arrears of his wages as per the Minimum Wages Act already. And that has been duly reflected in the documents with the list below Exhibit U-20.

45. Then, he has concluded before the Court; that no unfair labour practices got indulged into by the management of the respondents; as any point of time.

46. Then, he took this Court lastly, through the various documents so put on record on its behalf i.e. in the form of xerox-copy of the balancesheet for the relevant period. And lastly submitted before the Court that, this Court cannot adjudicate or entertain this complaint, which relate to allege oral termination of the complainant's services; without following due process of law. As that is the exclusive-jurisdiction of the respective Labour Court, Mumbai; but not with this Court.

47. In support of his oral submissions; through the compilation below Exhibit C-28 the learned Advocate for the respondents has taken shelter of the judgment of the Hon'ble Supreme Court of India, in the matter between *Maharashtra State Co-operative Cotton Growers Marketing Federation Ltd. V/s. Shripati Pandurang Khade and Ors., reported in AIR-1989-SC-485=1989-Lab.-I. C. 1040* and the law laid down therein is as under :—

"(B) Maharashtra Recognition of Trade Unions and Prevention of Unfair Labour Practice Act, 1971 (1 of 1972), Sch. 4 Items Nos. 6, 9, – Unfair Labour Practice – Complaint – Limitation – Complaint that employees were not given permanent status by Organisation to which they were transferred despite Award of Industrial Tribunal to that effect – Dismissal of; on ground that complaint was filed beyond 90 days from dates of appointment letters – Not proper; when dates of service of appointment letters on employees were not proved – Dismissed also held to be improper for not giving opportunity to employees to explain delay."

48. By way of 'reply' on 26th August 2011; the learned Advocate Shri F. R. Mishra for the complainant-union has submitted that, as by not giving wages at the rate of minimum-wages so fixed as per the Minimum Wages Act, 1948; for the schedule-employment i.e. petrol pump, garage attached therewith; the provisions of the said Act, 1948 do apply. However, but till the date; the management of the Respondent No. 1 has not paid minimum wages and this act is continuous in nature and recurring one. Therefore, it cannot be said that, the complaint is barred by limitation; as such.

49. In furtherance of proving the case of the complainant-union; of course, for its member-employees; the complainant-union has examined one Shri R. R. Mishra, the General-Secretary of the Maharashtra Employees Union (formerly known as 'Maharashtra Engineering Plastic and General Kamgar Union'); of course, through an affidavited-testimony on lieu of examination-in-chief filed below Exhibit U-19 dated 11th October 2007; and he got duly cross-examined by other.

50. Then, below Exhibit U-20 one Mr. D. R. Soni, one of the member-employees of the complainant-union dated 11th October 2007. And lastly it is the affidavited-testimony of Mr. Babban C. Singh below Exhibit U-24 dated 3rd August 2009. And all of them have got duly cross-examined by the respondents in this matter.

51. On the other hand; it seems that, both below Exhibit C-25 and C-19 one Mr. R. V. Sahanbag and A. K. Shyamprasad Pandey got examined on behalf of the Respondent No. 1 company in this matter; respectively.

52. In other words; as far as this Issue No. 1 is concerned; both on facts and in the eyes of law; an initial burden of proof to prove the case of the complainant-union as against these respondents lies on the shoulder of the complainant-union to prove its case; of course, through the cogent-evidence before the Court.

53. On the other hand; the Respondent No. 1 to 3 if onus shifts to its shoulder; of course, to the extent of disproving the case of the complainant-union and proving its defence; the respondents have through their witnesses; alongwith the documents filed on record with the different list of documents as narrated as above in this matter.

54. The objections so raised in the 'written-statement' below Exhibit C-5 are twofold one i.e. (1) that the complainant-union had filed its complaint below Exhibit U-1; alongwith the IR application below Exhibit U-2 for the workmen employed with the respondents are not maintainable both on facts and in the eyes of law. And, (2) is the objection in respect of limitation that, both these complaints alleged to have been barred by limitation so filed below Exhibit U-1; for unfair labour practice within the meaning of Item 1(a), (b) of Schedule II and Item 6, 9 and 10 of Schedule IV of the Act, 1971.

55. With due respect; the case-law on which; the respondents have relief upon through the compilation below Exhibit C-28; is the judgement of the Hon'ble Apex Court of the Land (AIR-1989-SC-485=1989-Lab-IC-1040); it is in respect of limitation. To that effect; since; the complaint is in respect of not complying with the various statutory-provisions of law at the hands of the respondents; the Respondent No. 1 company's management in general and by not paying the wages as fixed for the said schedule-employment i.e. automobile engineering, its workshop as per the provisions of the 'Minimum Wages Act, 1948,' in particular. Below Exhibit U-1 complaint filed for alleged unfair labour practice as per Item 6, 9 and 10 on and from 12th November 2003 and continued day to day till the date of filing of this complaint (*vide* Para 2 below Exhibit U-1); seems to have got filed on behalf of the complainant-union, as against these Respondent No. 1 to 3 on 17th November 2003.

56. Therefore, both on facts and in the eyes of law; the very complaint is maintainable and it is not hit by provision of limitation as per section 28(1) to (3) of the Act, 1971. With due respect; the law propounded therein by the Hon'ble Apex Court of the Land (*supra* AIR-1989-SC-485); which does not comes to the rescue of these respondents; as the facts and circumstances so arose in the said reported case-law are not identical to that of though involved in the present complaint below Exhibit U-1 as against these respondents; but they are quite different one.

57. As per the very admission so given by the respondent's witness in his cross below Exhibit C-19; it is the clinching-admission given by him *vide* Para 4 in the sense that, the contentions so part and parcel of the 'written-statement' have been said to be true and correct by this witness. And the respondent's establishment covers petrol, diesel, as well as CNG Pumps within the said premises of the Respondent No. 1. He has also admitted in his cross that, these 13 workmen became the members of the complainant-union; and prior to 6th November 2003 they were members of the another-union by name 'Maharashtra Rajya Mathadi Transport and General Kamgar Union.

58. However, nothing has been brought on record that, earlier it was owned by Mr. Mohammad T. H. Hussain and Abdul Rauf Gafar. And but later on transferred to another owners as contended in the 'written-statement' below Exhibit C-5 of the respondents *vide* Para 5 on page 2 i.e. the Respondent No. 3 has purchased it from these two persons and appointed new workers as mentioned in the Annexure 'A'. However, for want of iota of documentary-evidence to that effect; in respect of transfer of ownership; to support the contention of these respondents in its 'written-statement' below Exhibit C-5 *vide* Para 5 thereof; it is quite clear and vivid enough that, the Respondent No. 3 was appointed as a 'Manager'; as per his admission *vide* Para 5 of Page 3 below Exhibit C-19.

59. It is also brought on record that, 9 workmen have been working with the said petrol pump of the Respondent No. 1; but denied to the suggestion that, in all 24-workers have been employed with the Respondent No. 1 and two Managers; plus one Sweeper have been admittedly to have been employed in the employment with the Respondent No. 1; as on today.

60. As per his own admission *vide* para 7; except maintenance of the attendance-cards; no pay-slips were issued to any of its workmen by the management of the respondents. In addition to; the admission given by the witness by name R. V. Shanbag below Exhibit C-25; the then Clerk in the employment with the respondents in his cross *vide* Para 2 below Exhibit C-25; that Sarvashri B. D. Singh, Rameshwar Gupta, Sunil Gupta, Shivpujan Tiwari are having in the employment as on today with the Respondent No. 1 Company. But they have not been issued with any appointment-letter; nor pay-slip regularly. The documents on record are in the nature of bonus-payment and vouchers only; as per the very admission given by the said witness below Exhibit C-19 i.e. A.K.S. Pandey i.e. Respondent No. 3 *vide* Para 9 on Page 5 in his cross that, near about 5-6 workers of the complainant-union-members-employees are in the employment with the Respondent No. 1; as on today.

61. He has plainly admitted *vide* Para 8 that, the respondent No. 1 is a Partnership Firm and also acknowledged that, the concerned-workmen as well as member-employees thereof have addressed letter-correspondence to the Respondent No. 1 Company.

62. The clinching admission given by the star-witness below Exhibit C-19 in his cross *vide* Para 12 in respect of that, when the Government-Authority; to whom various difficulties/grievances were addressed to by the complainant-union; there has been deduction of PF started; but in respect of ESI-deduction; it was in existence, prior to the said visit.

63. Then, the very material-admission comes from the mouth of the said witness below Exhibit C-19 in his cross *vide* Para 13; in respect of strength of workers remained one and the same right from the year 2000 onward i.e. 28 with the Respondent No. 1 establishment; till today.

64. But in respect of payment of wages at the rate of Rs. 3,200 per month was given to Sarvashri Sunil Gupta, Bramhadev Singh and Ramsare Gupta. Similar to that of one Mr. Tiwari of Rs. 3,200 per month. The said witness has not shown any awareness; in respect of any incidence so alleged to have taken place on 12th November 2003 at the hands of Mr. Nitin Upadhyay, the then employee of the complainant-union of the Respondent No. 1 establishment owners.

65. It is interesting to note that, on the one hand; the same witness below Exhibit C-19 has been knowing one Mr. Nitin Upadhyay in the capacity as a 'Supervisor' with the said company (*vide* Para 4 in his cross below Exhibit C-19); is in total contradiction with respect of his so-called unawareness in respect of one Shri Nitin Upadhyay, the then employer of the concerned-employees of the respondent No. 1 establishment owner (*vide* Para 15 on Page 7 in his cross below Exhibit C-19).

66. The admission so given by the same witness below Exhibit C-19 on Page 8 *vide* Para 15; the Court thinks it proper and fair to reproduce the same.

“It is true to say that, the management of the Respondent No. 1 has not been issuing pay-slips in favour of the concerned-workmen/employees. The PF-slips is also not been issued to the employees concerned including myself by the management. It is true to say that, none of the employees/workers working with the Respondent No. 1 employment were/have been issued with an appointment letter in writting.

67. All these go to show and indicate that, when the Court has perused the documents with the list below Exhibit U-4, U-9 so produced by the complainant; alongwith Exhibit U-13. In totality that, as against one Mr.Devendra Soni, who alleged to have left the company in the year 2005 (*vide* Para 11 in the cross below Exhibit C-19). Against whom Mr. Devendra Soni, it was alleged that, he was remaining absent without leave or without sanction of his leave in his favour by the management. And in another breathing; it is that, he has been dealt with as per the provisions of law in respect of the alleged-incidence so taken place on 15th November 2003; at the hands of the Respondent No. 2; particularly; in the employment with the Respondent No. 1 Company.

68. The Court has also gone through the documents filed on record by the respondents below Exhibit C-11 and C-13 that, though it has been paying bonus to its employees and maintaining the leave-record.However, it has not acted fairly and properly; so also bonafidely by paying its employees the rates of wages similar to that of so prescribed by the State Government, under the provisions of the Minimum Wages Act, 1948. As it has been revised with effect from 28th September 2010 in respect of schedule-employment under the title “Employment in Automobile Repairing Workshop and Garages” (the said schedule-employment) prior to it was as per G.R. so issued under the said Act, 1948 dated 14th December 2001.

69. By not issuing appointment-letters to any of its workmen; as admitted by the respective witness of the respondents as narrated above;also nor issuing any pay-slip in favour of any of the workmen employed with the respondents. And the strength of workers right from the year 2000 to the date i.e. as on today; it remained 28 in number. Hence, the respondents have been indulging in unfair labour practices as per Item 9 and 10 of Schedule IV of the Act, 1971; these complainants have proved as against these respondents through the cogent-evidence before the Court.

70. However, the unfair labour practices so alleged as per item 1(a) and 1(b) of Schedule II of the Act, 1971; it is held; that no doubt; the management of the Respondent No. 1 has entered into various agreements in terms of settlements with the earlier union; to that of the complainant-union by name ‘Maharashtra Rajya Mathadi and General Kamgar Union’ Prior to 6th October 2003; but nothing has been done identical to that of the earlier-union with the complainant-union with its change-in name to that effect in writing in terms of terms and conditions of service of its employees (member employees of the complainant-union; till the date).

71. However, it has not been proved through the cogent-evidence fully, effectively and positively as against these respondents. Accordingly, it is held that the complainant-union; alongwith its concerned-member-employees have proved; of course, through the cogent-evidence that, the respondents have engaged into an unfair labour practice as per Item 9 and 10 of Schedule IV of the Act, 1971. Thus, the Issue No. 1 is required to be answered in the ‘Affirmative’.

72. *Issue No. 2 and 3.*—With regard to these issues; it is for the respondent No. 1management to act fairly, bonafidely and as a respondent-employer; in respect of its ‘schedule-employment’ by keeping all the necessary i.e.maintenance of registers and documents in terms of conditions of service of its employees; by issuing also; the appointment-letters in their favour and by issuing

each of them; the payment-slip per month regularly; and more particularly by paying all its employees every month a similar type of wages as prescribed under the provisions of the Minimum Wages Act, 1948 for schedule-employment. With which, the respondent No. 1 has been carrying on its business in automobile-services/petrol-pump etc. within a month from today and if not already paid; then pay these complainant-member-employees the arrears for the same; that too within a month from today.

73. The aforesaid finding of this Court is fully based upon the affirmative finding the Court has given to the Issue No. 1 in the forgoing paragraphs of this judgment as above.

74. Thus, the Court would be fully justified and fortified; if it comes to the final conclusion and by granting the relief in favour of the complainant-union below Exhibit U-1 has sought for *vide* Para 9(a) to (j) below Exhibit U-1 as against these respondents. As against reinstatement of one Mr. Devendra Soni is concerned; by way of amendment the complainant-union has sought for; precisely this relief cannot be granted by this Court; for want of its jurisdiction as per the provisions of the Act, 1971. But for that purpose; the complainant-union and/or Mr. Devendra Soni could have invoked/complained of with the respective competent Court of Law i.e. the respective labour Court, Mumbai; as against these respondents for seeking such type of relief in his favour as the case be and as advised by his union-concerned.

75. Thus, with this view in mind and after answering the Issue No. 2 and 3; the Court proceeds to pass the following final order; which would definitely meet the ends of justice, equity and good conscience.

Order

(1) Complaint (ULP) No. 748/2003 below Exhibit U-1 stands allowed; of course, with a token-cost of Rs. 5,000 to be deposited by the respondents and the same would be credited to the Government Account.

(2) It is hereby declared that the respondents have committed an unfair labour practices within the meaning of Item 9 and 10 of Schedule IV of the Act, 1971.

(3) The Respondents No. 1 to 3 are hereby directed; to maintain the relevant record, registers/proceedings and issue each of the concerned-employee with an appointment-letter in writing; plus pay-slip each month also.

(4) In addition to; the respondent No. 1 to 3 are hereby directed; to pay to each one of its employees per month regularly at the rate of wages so prescribed under the Minimum Wages Act, 1948 applicable to this schedule-employment; alongwith the admissible allowances thereupon per month regularly. And if difference thereof if not paid already; then it be treated as an arrears from the date of filing of the main-complaint below Exhibit U-1 i.e. on 17th November 2003; till it is being paid; whichever is later :

(5) If failed to do so; it would carry an interest @9 per cent per annum thereon; respectively.

Mumbai,
dated the 29th August 2011.

S. K. SHALGAONKAR,
Member,
Industrial Court, Mumbai.

I/c. Registrar,
Industrial Court, Mumbai.
dated the 5th October 2011.

BEFORE INDUSTRIAL COURT, MAHARASHTRA AT MUMBAI

BEFORE SHRI A. R. MAHAJAN, MEMBER.

COMPLAINT (ULP) No. 550/2006.— Mr. Kapildev Ramdhari, Building No. 21-A, Room No. 109, M.M.R.D.A., Kenai Building, Gautam Nagar, P. L. Lokhande Marg, Govandi, Mumbai 400 043.—*Complainant.*— *Versus*— (1) M/s. Prakash Cotton Mills Ltd., Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013, (2) Mr. Dilip Babu Jalan (Chairman and Managing Director), M/s. Prakash Cotton Mills Ltd., Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013, (3) Mr. S. A. Kulkarni (General Manager), M/s. Prakash Cotton Mills Ltd., Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013, (4) Mr. Lalchand Dubey (Manager), M/s. Prakash Cotton Mills Ltd., Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013 —*Respondents.*

CORAM.— Shri A. R. Mahajan, Member.

Appearances.— Shri Sunil Kharwal, Adv. for the
Complainant.

Shri S. P. Singh, Adv. for the Respondents.

Oral Judgment

(Delivered on 18th November 2011)

1. This is a complaint u/s. 28 r/w. Items 5, 9 and 10 of Schedule IV of the MRTU and PULP Act, 1971 for the allegations made against the respondents that respondent No. 1 is public limited company incorporated under the Companies Act, 1956 having its factory/mill situated at the address as stated in the title clause. It is engaged in manufacturing and dyeing cotton cloth and marketing the same in the national and international market. It is the case of the complainant that strike of 1982 in mills in Mumbai had not affected this mill having said this it is the allegation of the complainant that this mill had not treated them as workmen and they were treated as its slaves. It is the case of the complainant that he has been in the employment of the respondents since 18th November 1971 as a 'Jobber'. He had worked with sincerity and honesty and most diligently. He has unblemished and very clean service record. It is the case of the complainant that several employees of the mill have been terminated and he to has fear in his mind that he will meet the same fate at the hands of the respondents. It is his case that his date of birth is 3rd March 1953, which is reflected in the school leaving certificate and which was duly submitted to the respondents at the time of his appointments. It is his case that this date of birth was communicated to the respondents when complainant was appointed. It is the grievance of the complainant that in spite of having submitted school leaving certificate, showing his date of birth as 3rd March 1953, the respondents have recorded his date of birth as 1946 instead of 3rd March 1953. In 1996, Employees' Pension Scheme was introduced. Respondents have put up a notice calling its employees to submit proof of their date of birth. Again school leaving certificate was submitted to the mill. Complainant repeatedly approached the respondents to correct his date of birth, but it has proved to be of no avail, as such, he wrote letters on 18th July 2004, 27th December 2004 and 30th May 2006 to the respondents. This has also proved to be of no help to him. On 12th June 2006, respondents however, replied to complainant that they would be verifying from the school record his date of birth. The respondents thereafter, addressed letter to the school to know if the date of birth of the complainant was 3rd March 1953. The school, in turn, wrote back to the respondents, according to the complainant that the date of birth of the complainant is 3rd March 1953. It is his grievance that if his date of birth as 3rd March 1953 is taken into consideration, he would be retiring in 2016 on attaining the age of 63 years. He has an apprehension that if his date of birth is taken as 1946, he would be retired prematurely by the mill. It is as such, grievance of the complainant as

alleged by him that by recording wrong date of birth, the respondents have engaged in unfair labour practices within the meaning of Item 9 of Schedule IV of the MRTU and PULP Act, 1971. It is thus, the prayer of the complainant that respondents be directed to continue him in the service till 2016 on completion of the age of superannuation and asking them to correct the date of birth of the complainant in their record. Along with the complaint, he has produced on record, school leaving certificate (Exh. U-11- Photocopy). Few letters written by the complainant to mill and also the notice given by learned Advocate Shri. Kharwal to the mill dated 30th May 2006.

2. Respondents have filed their written statement at Exh. C-2. It is the case of the respondents as contended by them that complaint itself is not maintainable. There is no unfair labour practice committed by them as contemplated under Items 5, 9 and 10 of Schedule IV of the MRTU and PULP Act, 1971. They denied that at the time of appointment the complainant had submitted his school leaving certificate showing his date of birth as 3rd March 1953. They denied that complainant has submitted his school leaving certificate even in 1996 showing his date of birth as 3rd March 1953. It is case of the respondents that at the time of his appointment, the complainant had submitted his date of birth as 1946. It is the case of the respondents that the photocopy of the school leaving certificate cannot be relied upon since it is a photocopy. The school leaving certificate according to the respondents shows that he has completed his 12th standard in June, 1968. It is hard to believe that he could have completed his 12th standard at the age of 15 if it is taken into consideration that his date of birth is 1953. It is thus, submitted that the school leaving certificate submitted by complainant is fake document and therefore, complaint is liable to be dismissed with costs.

3. At Exh. U-10 is the affidavit of the complainant Kapildev Ramdhari. He was cross-examined by the respondent's Advocate Shri S. P. Singh. On the contrary, there is affidavit of Shri Lalchand Vidyadhar Dubey to counter this affidavit who has worked as manager in the respondents mill, to deny the allegations against the respondents. He too was cross-examined by the complaint's advocates Shri Kharwal. It is to be noted that the respondents had them brought Dr. Ramesh Pratap Singh at Exh. C-22, a witness on behalf of the respondents from Devaria from where the complainant has obtained school leaving certificate. Unfortunately, the witness after he had come from Devaria had waited for 3 days for his cross-examination by the complainant's Advocate, Complainant's Advocate however failed to cross-examine the witness. Hence, he was discharged. As he went back to Devaria, on the very next day an application was moved to recall the witness. The Court granted permission, however, the respondent's witness was unable to come on the given date. Only his examination in chief, therefore, is on record without he being cross-examined by the complainant's Advocate. After the evidence was over of both sides, I heard Advocate Shri Kharwal. He has invoked items 5, 9 and 10 of Schedule IV of the MRTU and PULP Act, 1971 and stated the same case, as stated in the complaint. Mainly confined himself to the facts of the case. He refers to list of documents Exh. U-6 and school leaving certificate Exh. U-11. He stated that the complainant had taken voluntary retirement. He relied upon letter Exh. U-9 making allegations against Shri. Dubey that he has been retained in service only to tell lies before the Court so as to deny the legitimate claims of the employees of the mill regarding their date of birth. The intention to correct the date of birth was to deny voluntary retirement benefits to the complainant. As against this learned Advocate for the other side *i.e.* respondent contended that the school leaving certificate is absolutely false and bogus and it could not have been obtained either in 1971 or in 1968 or at any point of time thereafter since at the bottom of the school leaving certificate the year printed is 2000. Therefore, it is hard to believe that this is photocopy of the original school leaving certificate, which was submitted to the mill in 1968 or anything thereafter but before 2000. He submitted that the complainant has taken voluntary retirement and collected his dues. He invited attention of his court to documents Exh. C-7 *i.e.* the form submitted for getting Provident Fund and documents Exh. C-22, C-24, C-25 and C-30 contending that all these documents will falsify the case of the complainant.

4. Learned Advocate Shri Kharwal for the complainant relied upon reported decision in *1992 I CLR 105 in case of Ahmad Husain Vs. The Managing Director, U. P. State Road Transport Corporation and ors.*, contending that it is responsibility of the employer to correct the date of birth since it is the responsibility of the employer to maintain the service record of its employees. Learned Advocate for the respondents relied upon decisions in *1995 II CLR 878 in case of Benett Coleman and Company Ltd. Vs. Durga Prasad Dube and Anr.*, wherein it has been observed thus,

“What is required to be produced and proved by the employee concerned (and the burden is on the employee) is irrefutable evidence or conclusive evidence or unimpeachable evidence from which the only irresistible conclusion could be that the date of birth of the employee as earlier entered in the service record is clearly wrong and that the correct date of birth of the employee is as canvassed by the employee in his application.”

Shri S. P. Singh further relied upon *2002 I CLR 1054 in case of Indrabali Ramnihor Yadav Vs. Phoenix Mills Ltd. and Anr.* wherein Hon'ble Lordship have observed that law is well settled that birth date cannot be sought to be corrected at the fag end of service, and that there is no infirmity in the order of the Industrial Court and it found that no interference was called for the Hon'ble Apex Court's Judgment relied upon by Advocate Shri. S. P. Singh reported in *2004 I CLR 36 in case of G. M. Bharat Coking coal Ltd. West Bengal Vs. Shib Kumar Dushand and ors.* There is reference to P. F. Record holding that P. F. Record shall be deemed to be correct record for to correct age. Another decision relied upon by learned Advocate Shri. S. P. Singh is *2005 III CLR 127 in case of Burroughs Welcome (I) Ltd. Vs. Jagannath Namdeo Patel and ors.* wherein it has been held that :-

“Petitioner company floated VRS. Respondent Nos. 1 to 3 opted for the same and availed benefits under the same by expressly stating that they shall have no claim or benefit under any pending dispute or that may arise in future. Based on that petitioner moved Industrial Court to dismiss the complaint of unfair labour practice filed on behalf of Respondent Nos. 1 to 3. Industrial Court dismissed the application and hence this petition. While allowing the petition and ordering that complaint of unfair labour practice filed on behalf of Respondent Nos. 1 to 3 shall stand dismissed. It is observed that while opting for VRS, Respondents Nos. 1 to 3 have specifically given up all claims pending against petitioner company and it is not open to them to pursue any claim pending against the petitioner company.”

5. After considering oral and documentary evidence adduced by the parties, and after hearing learned Advocate Shri Kharwal for the complainant and learned Advocate Shri S. P. Singh for the respondents and after considering the decisions relied upon by them, following issues arise for my consideration and I record my findings against them for the reasons stated below :—

<i>Issues</i>	<i>Findings</i>
1. Whether complainant proves that his date of birth was wrongly recorded as 1946 in stead of 3rd March 1953 by the respondents mill ?	In the negative.
2. Does he further prove that respondents have engaged in unfair labour practices as alleged by complainant within the meaning Items 5, 9 and 10 of Schedule IV of the MRTU and PULP Act, 1971 ?	In the negative.
3. Is he entitled to any reliefs as claimed for ?	In the negative.
4. What order ?	Complaint stands dismissed with cost of Rs. 1500 awarded to the respondents.

Reasons

6. *Issue No. 1.*— In para 8 of the affidavit, which is at Exh. U-10, the complainant alleges that he has been victim of *malafied* intentions of the respondents and he was subjected to harassment. His date of birth was 3rd March 1953 which is reflected in the school leaving certificate. He learnt that his date of birth was incorrectly recorded by the respondents in its record as 1946. According to him, when Employees' Pension Scheme was floated in 1996, a notice was put up by the management to produce the proof of date of birth by the concerned employees. He again submitted his school leaving certificate. In spite of this fact, having submitted school leaving certificate initially at the time of appointment and thereafter, in 1996, there was no correction of his date of birth by the respondents. He therefore, wrote letters in July, 2004, December, 2004 and finally in May, 2006 and thereafter filed this complaint. It is the case of the complainant that the respondents in order to verify the correct date of birth has addressed a letter to the school from where the complainant has obtained his school leaving certificate. It is his case that he was 53 when he filed the complaint and would have been retired at the age of 63 in 2016, on his date of birth being corrected and as such, according to him, there is breach of agreement, and therefore, violation of standing orders and as such unfair labour practice. The first and foremost question which I have to address to myself is, whether in 1971 and also in 1996, the complainant had submitted school leaving certificate showing his date of birth as 3rd March 1953 in stead of 1946 ? The complainant has been cross-examined by Shri S. P. Singh, Advocate for the respondents. In cross-examination he stated that he passed matriculation in 1966. He was unable to produce the matruculation certificate showing date of birth in it admitting that date of birth is mentioned in the matriculation certificate. It is his case that the original certificate is lost during the floods. It is his case that U-11 was taken from the original T. C. which was destroyed in the floods of 2005. He admits that there is no proof produced in the Court to show that he had produced school leaving certificate in 1996 for correcting record about his date of birth. He submits that he had handed over school leaving certificate to one Shri Zha but he had not given acknowledgement. He admits that he has not complained this to anybody. He admits that in 2007, he had taken VRS. He admits that nearly 800 workers resigned by taking voluntary retirement. He had not complained anybody for forcing him to take VRS. He admits that he had taken the benefits of VRS. Learned Advocate Shri S. P. Singh for the respondents invited my attention to two documents which are at Exh. U-11 and Exh. C-25. As I perused the documents Exh. U-11, it is difficult to know as to when this documents was obtained by the complaint. This being xerox copy, it is absolutely inadmissible in the evidence and even one looks into this, it appears that he had passed intermediate examination in the year 1968 at the age of 13 and one would scarcely believe this fact that a person can pass either S.S.C. leave aside intermediate examination at the age of 13 years. The documents is absolutely unbelievable and inadmissible in evidence. Learned Advocate Shri S. P. Singh as I observed above, invited my attention to Exh. C-25. This shows that registration No. 830 stands in the name of Rajnath Singh and not in the name of complainant. The witness who was produced he was not cross examined by Advocate Shri Khrawal for the complainant. Both the parties are guilty initially the complaint's Advocate and thereafter respondents Advocate for not having produced this witness for cross examination. However, the documents which are produced on record at the time of examination in chief of this witness Dr. Ramesh Pratap Singh, it is difficult to ignore them. The two documents need to be compared which clearly falsifies story of the complainant about issuance of Exh. U-11 and its production at the time of appointment and thereafter in 1996. Except bare words of the complainant, there is no evidence on record to show that he had produced these documents at the time of his appointments in service and thereafter in 1996. The Court cannot also over look the fact that for the first time the complainant started making correspondence with the respondents in 2004 and finally by sending notice through Advocate Shri Kharwal in year 2006

and this conduct itself creates doubt in my mind about the intention of the complainant rather the intention of the respondents. The complaint is filed with the intention to get the benefits of VRS of extended period. There is nothing on record to show that mill has issued any memo of retirement to the complainant then why complainant was so hasty for correcting his date of birth, before issuance of memo and why after 30 years after the date of appointment. The whole case of the complainant becomes suspicious. In my view, the evidence of the complainant oral as well as documentary is absolutely inadmissible, unreliable and needs to be discarded. There is no amendment to the complaint about taking VRS by the complaints in 2007. The fact that he has retired in 2007 voluntarily by resigning debars him from claiming any relief. As far as issue No. 1 is concerned, I answer it in the negative and against the complainant.

7. *Issue No. 2.*— The complainant has come in 2006 for correction of his date of birth, which was recorded in 1971 which is most belatedly, therefore, the decision replied upon by Advocate Shri S. P. Singh for the respondents of the Hon'ble Apex Court clearly supports the respondents case and denies any relief to the complainant that at the fag end of his career or rather service, the complainant cannot be permitted to ask for correction of his date of birth. It appears that as stated by the complainant the date of birth at the time of appointment was recorded as 1946, Which was recorded by the mill and the provident fund from which was produced on record clearly shows that complainant to have stated as it appears not as 3rd March 1953. This documents will have to be believed. As such by not correcting the date of birth, I do not find that there is any breach of agreement, and that the complainant was forced to this any voluntary retirement or there is any discrimination of any kind on the part of the respondents. There is no unfair labour practice on the part of the respondents, and therefore, I answer this issue No. 2 in the negative.

8. *Issue No. 3.*— The fact that the complainant is out of employment, the fact that he has taken voluntary retirement, it will go to show that he has waived the right to claim extension of service from 60 to 63 years and his continuation of service till 2016 which is the main relief sought for by the complainant, it amounts to waiver of his right giving up of his claim after receiving benefits of VRS, he is not permitted to agitate his cause which he has put up by filing this complaint. The decision relied upon by Shri S. P. Singh reported at 2002 I CLR 1054 in case of *Indrabali Ramnihar Yadav Vs. Phoenix Mills Ltd. and Anr.* is clearly applicable to the present facts and circumstances of the case and therefore, I answer this issue No. 3 accordingly holding that the complainant is not entitled to any relief as sought for. I therefore, answer this in the negative. Having answered all the issues against the complainant, I pass the following order :—

Order

1. Complaint stands dismissed.
2. Complainant shall pay cost of Rs. 1,500 to the respondents Mill.

Date 18th November 2011,
Mumbai.

A. R. Mahajan
Member,
Industrial Court, Maharashtra,
Mumbai.

Sd/-.....
I/c. Registrar
Industrial Court, Maharashtra,
Mumbai.

INDUSTRIAL COURT, MAHARASHTRA, MUMBAI

BEFORE SHRI S. K. SHALGAONKAR, MEMBER

COMPLAINT (ULP) No. 137 OF 2008.—Shri. P. V. Verghese. A/3, Rupali Co-op. Housing Society Ltd., Mhasoba Maidan, Kalyan (W.) 421 304. Dist. Thane,—*Complainant*—Versus, (1) Dupont Sportswear Limited, Kamani Chambers, 32, Dr. R. Kamani Marg. Ballard Estate, Mumbai 400 032, (2) Mr. Ashok Kumar Jalan, Chairman and Managing Director, Dupont Sportswear Limited, Kamani Chambes, 32, Dr. R. Kamani Marg, Ballard Estate, Mumbai 400 032.—*Respondents*.

Subject.—In the matter of complaint of unfair labour practice under section 28 read with Items 9 of Schedule IV of the Act, 1971.

Coram.— Shri S. K. Shalgaonkar, Member.

Appearances.— Shri S. V. Karnik, Advocate for the complainant. Shri S. S. Pathak, Advocate for the respondents.

Judgment

(Dictated and delivered in open Court on 30th September 2011)

1. Below Exh.U-1 is the Complaint (ULP) No.137/2008 through which the complainant as against the Respondent No.1 and 2 has challenged alleged non-compliance of the final-award so passed by the Ld. Judge/P.O. of the 9th Labour court, Mumbai in the respective Ref. (IDA) No. 112/2003 dated 22nd October 2007, which got published by the Appropriate Government on 1st January 2008 by way of this complaint filed under section 28 for Unfair Labour Practice so alleged therein within the meaning of Item 9 of Schedule IV of the MRTU and PULP Act, 1971 (hereinafter referred to as the Act 1971). The names of the parties to the litigation so mentioned in the caption below Exh. U-1 got filed with the office of this Court on 27th July 2008 :—

2. The contents so pleaded by the complainant below Exh. U-1; that could be taken down/ narrated in brief as under :—

That, the complainant has been filing this complaint in the capacity as an employee with the respondent company.

3. The alleged unfair labour practice as per Item 9 of Schedule IV of the Act, 1971 has started on and from 28th January 2008.

4. The Respondent No.1 Company has been involved in the business of manufacturing and selling of sportswear (sports garments); having its manufacturing unit at Goa and its head office at Mumbai; in its employment the complainant has been working under the title as an Export Officer since the year 1997.

5. That, he did challenge his wrongful termination by raising an industrial dispute through the Ref. (ID)No.112/2003 and which was referred to the 9th Labour Court, Mumbai for its adjudication.

6. The said Ref. (IDA) No. 112/2003 got finally adjudicated through a judgment / award dated 22nd October 2007 by granting him in his favour all the relief including his reinstatement with effect from 15th January 2002.

7. It got published by the Appropriate Government in its Notification/Gazette (Annexure 'A' and 'B') on 1st January 2008; respectively.

8. He *vide* his letter dated 28th January 2008 approached the respondent company and request the management to comply with the same (Annexure 'C').

- 9 The respondent company did nothing though he requested from time to time for compliance of the same till the date. Hence, this is the complaint.
10. According to the complainant further, his last drawn wages were Rs. 7,390 *i.e.* Basic+Dearness Allowance, per month at the relevant time. However, according to this complainant; the respondent company has deliberately failed to comply and implement the award so passed in the Ref. (IDA) No. 112/ 2003 dated 22nd October 2007 and published on 1st January 2008 amounting to an unfair labour practice within the meaning of Item 9 of Schedule IV of the Act. 1971.
11. According to the complainant further; that has been done with ulterior motive and avoided to reinstate him as per the said award. But the respondent company alongwith the Respondent No. 2 have been using the said money for the company's business, On that count; according to him, he is entitled to 18 per cent interest per annum therein.
12. Therefore, it is his prayer lastly he made therein *vide* para 9(a) to (g); including declaration he sought of unfair labour practice as per Item 9 of schedule IV of the Act. 1971; as against the respondents; plus direction by this Court to these respondents to comply with the said award dated 22nd October 2007 so passed in the Ref. (IDA) No.112/2003 and so published on 1st January 2008 in his favour with an interest at the rate of 18 per cent per annum therewith. He be granted with full back wages; as per the said award through this complainant; forthwith.
13. It seems from the record, there is IR application below Exh. U-2 under section 30 (2) of the Act, 1971; is supported with his affidavit below Exh.U-3 dated 27th March 2008.
14. With the list below Exh. U-4 the complainant has produced on record; xerox-copies of the documents running 3 in number as enlisted therein of the respective date.
15. Below Exh.C-4 the 'written-statement' got filed on record on behalf of the Respondent No.1 Company on 2nd June 2008; whereby it is contended; that could be taken down in short as under :—

That, the very complaint so filed by the complainant is misconceived, bad in law since Respondent No. 2 was not at all party to the said Ref.(IDA) No.112/2003. Hence, this complaint is bad law for misjoinder of parties.
16. The very order so passed by the Ld. Judge/P.O. of the respective Labour Court, Mumbai is a nullity and not enforceable in law on the following grounds.
17. That, the complainant is not a 'workman' as per the definition clause of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'ID Act 1947'); but was working as 'Export-Officer'. Hence, both the Labour Court and Industrial Court will have no jurisdiction to entertain the reference and now; the present-complaint respectively; as the respondent-company has decided to challenge the said award before the Hon'ble Bombay High Court; through writ petition.
18. As the complainant was working as an 'Export Officer', handling managerial and administrative duties in the Export Department; that has been closed and as such; the said order passed by the Labour Court cannot be enforced/ implemented; but it has become 'infructuous'; as such; it is a nullity.
19. The very complaint got so filed premature before 30 days from the date of publishing of the award. Hence, the present complaint is not maintainable in law.

20. As the Respondent No.1 Company has made a reference to the Board for Industrial and Financial Reconstruction (BIFR); on the basis of its balance sheet dated 31st March 2001 *vide* Case No.229 of 2001 on 11th June 2001; and the same got decided on 23rd december 2004 declaring thereby that, the Respondent No.1 was a SSI unit on 31st march 2001 and rejected the company's registration; inspite of the fact that, the company has produced before BIFR enough evidence to prove that they were not a SSI unit; but it was registered by the Government of India as MSU prior to 31st January 2001.

21. But the BIFR with regard to this proof and the order was passed on 23rd December 2004; to that effect.

22. Being aggrieved; challenged the same through an appeal before the AAIFR on 7th February 2005 *i.e.* Ref. No.31/2005 dated 14th February 2005 and as on today the matter is very much pending in the said appellate authority. On this count; according to the Respondent No.1 company; It has been protected under the SICA Act.

23. Therefore, the order so passed by the respective Labour Court cannot be enforced by filling this complaint under the Act 1971; without taking permission of the concerned authorities.

24. The aforesaid objection, contentions which go to the root of the matter be decided before entertaining this complaint much less *interim relief* application.

25. The contentions, averments alongwith allegations so levelled by the complainant as against these respondents are denied to be true.

26. As the manufacturing activities have already been closed before and not a single employee has been working at Goa and though the complainant was working as a Export Officer in the Export Division; but not as a 'workman'. And it has desired to challenge the said award so passed by the respective Labour Court. Through its knowledge; the complainant has never approached these respondents personally and/or by the latter as alleged. The very complaint itself is premature; since the award so passed by the concerned Labour Court; itself is nullity. Hence, this complaint is not maintainable in law.

27. According to these Respondent No.1; as the office with which the complainant was working has been closed a long before. Therefore, a question of reinstating him now does not arise; though he was working as an officer and not as a workman. Therefore, the complainant is not entitled with any relief much less interest.

28. As a matter of fact; to the knowledge these respondents, the complainant has been gainfully employed and has suppressed this material facts from the Labour Court as well as from this Industrial Court.

29. Therefore, the application for *interim- relief* could be very well rejected on the aforesaid ground. Therefore, it is lastly prayed by the Respondent No.1 that the complaint filed below Exh. U-1 be rejected with costs.

30. Below Ex.U-8 the affidavited- testimony of the complainant seems to have got filed by shri. Paruvanickal Varghese dated 23rd June 2008 in this matter on record. With the list below Exh.C-16 xerox-copy of the document got filed on record *i.e.* in respect of copy of the FIR and copy of the Fire Reports.

31. It seems from the record; that the Ld. Predecessor of this Court below Exh.O-6 on 2nd July 2009 has framed in all 6 issues and the same are being answered by this Court; through its findings; of course, supported with reasons there of as under :—

<i>Issues</i>	<i>Findings</i>
1. Whether complainant is a 'workman' as defined in the I.D. Act, 1947 ?	Yes
2. Whether respondents prove that the complaint is not maintainable in view of pendency is proceedings before the BIFR ?	
3. Whether respondents prove that the complainant has committed fraud and obtained the award and hence the award is nullity ?	No
4. Does complainant prove that the respondents have engaged in unfair labour practices under Item 9 of Schedule IV of the MRTU and PULF Act, 1971 ?	Yes, to some extent only
5. Whether complainant is entitled to the reliefs as prayed for?	
6. What order?	As per the final order so passed today in the second-session

Reasons

32. Heard both the sides to the litigation *i.e.* the learned Advocate Shri. S. V. Karnik for the complainant and the learned Advocate Shri. S. S. Pathak for the respondents on 26th September 2011 at length; respectively :-

33. Issue No.1.—Asfar as the Issue No.1 is concerned; it is the oral submission of the learned Advocate for the complainant that, in the 'written-statement' below Exh.C-2; though the issue with regard to 'workmanship' as per the definition clause of Section 2(s) of the ID Act, 1947; though raised by the first party therein in the Ref. (IDA) matter and the Complaint-(ULP) matter before this Court. However, he appraised this Court with his 'say' that the same issue has been already decided by the concerned Ld. Judge of the Labour Court. And it may not be treated as a ground; for not complying with the said-award so passed in the respective Ref. (IDA) matter.

34. On the other hand; it is the case of the respondents; as far as this issue is concerned that, admittedly, the point of 'workmanship' was taken as a preliminary-issue and decided accordingly; by the concerned Labour Court. Therefore, at this juncture, it is not in dispute that, this complainant is not a 'workman'. Hence, with regard to the point in issue touching to the workmanship of the complainant as per the ID Act, 1947; both of them have no point of argument; it be treated accordingly.

35. And it seems from the xerox-copy of the said final award (Annexure A) passed in the respective Ref. (IDA) No.112/2003 dated 22nd October 2007; while answering the Issue No.1 on running Page No.8 of the said final award; it is held by the Ld. P.O. of the concerned Labour Court that, the second party is a 'workman' and the issue to that effect so framed has been answered in 'affirmative'.

36. Accordingly, in this matter though as a formal objection has been taken in its 'written-statement' below Exh.C-4; the issue with regard to the second party workman has been set at rest; by declaring that the said second party as a 'workman' as per the provisions of the ID Act, 1947; more particularly as per section 2(6) of the ID Act, 1947. Thus, at the same time; it is to be seen; whether the said final award dated 22nd October 2007 was challenged by the party concerned- therein now the respondents; the answer would be no. Accordingly, there is no other alternative; but to hold, that complainant is a 'workman/employee' as per the provisions of the Act, 1947/1971 respectively. Accordingly; the issue No. 1 stands in the 'Affirmative'.

37. *Issue No. 2 and 3.*—With regard to the issue No. 2 and 3; since both these issues are intermixed and intermingle with each other, similarly, a common point in issue plays a vital role to decide the issue No. 2 and 3 accordingly. Hence, they have been clubbed together and they are being answered through the common finding with regard to issue No. 2 and 3; that effect respectively as under. It is being done; as for maintaining the brevity of finding of the Court and for avoiding its overlapping; too.

38. With regard to issue No.2; the objection so raised in the written statement below Exh.C 4 by the respondents; stating therein that, it is premature complaint filed by the complainant and also suppressed the fact in respect of his gainful employment elsewhere; as submitted by the respondent's learned Advocate on record on 26th September 2011.

39. No doubt; the learned Advocate for the complainant has submitted before the Court that, that was not the fact; but the complainant was away from the work. In addition; to during the intervening period; he was out of employment. therefore, this complaint is very well maintainable both on facts and in the eyes of law; as no stay has been granted in this matter by Higher Court of Appeal; including the Hon'ble Writ Court. Therefore, according to the learned Advocate for the complainant; the present complaint is very well maintainable, both on facts and in the eyes of law.

40. According to the learned Advocate for the respondents that, when the BIFR-proceedings were failed; then being aggrieved with the management of the Respondent No. 1 has challenged the same before the AIFR i.e. the Appellate-Authority as per the provisions of the SICA Act i.e. the Higher forum of Law so provided therein and at the same time; the complainant was having a full knowledge of this fact; did not come forward before this Court with clean hands.

41. At the same time; it is for this Court to see that, if any, prohibitory/stay-order restraining this Court to proceed with the matter, particularly; this Complaint (ULP) No. 137/2008 and to decide the same finally on merits as per the Act, 1971. there is nothing to that effect in writing; either put by the respondent on record till today. So also, in view of the specific provision so contemplated under section 22(1) of the Sick Industrial Companies (Special) Provisions Act, 1985. In other words; there is no order in writing in respect of the Appellate-Authority above the BIFR; which could restrain this court to proceed with this matter. At the same time; it is worth to be mentioned here that, there is no other piece of document to show and indicate on record that, the Respondent No.1 Company has been liquidated and/or any rehabilitation-scheme has been formulated and it is before the Appellate-Authority i.e. AIFR. if any, nothing to that effect has been brought on record by the respondents.

42. Nevertheless; except the Respondent No.1 Company and its Chairman and Managing Director of the Respondent No.1 Company (Respondent No.2) no other party to the litigation like Court Receiver and/or official Liquidator and/or Administrator, if any, appointed by the Higher Court of Appeal and/or the Hon'ble Writ Court; to that effect; nothing has been brought on record by the respondents; to that effect in this matter; on that count; at all.

43. It is interesting to note that, the Ld. Predecessor of this Court; while passing the IR-order, particularly; *vide* Para 5 on page 4 below Exh.U-2 dated 5th November 2008 has narrated and discussed; to that effect.

44. In addition to the same; it has been brought to the notice of this Court by the Ld. Advocate Shri S.S. Pathak for the respondents that, in the Review Application (ULP) No. 1/2009 dated, 3rd July 2009; the IR so earlier granted in favour of the complainant got vacated by setting aside the IR order dated 5th November 2008 so passed below Exh.U-2 in the Complaint (ULP) No.137/2008; accordingly.

45. However, *vide* Para 5 on running Page No.3 in the said Review Application (ULP) No.1/2009; order dated 3rd July 2009, so passed by the Ld. Predecessor of this Court has noted down on page 4 there of the important documents so produced by the said company i.e. annual statement of accounts of employees PF-Scheme; name of the employees and employer under the title as "Opera Clothing"; wherein the second party/now the employee; was the employee by name : P.V. Varghese. The PF slip for the year 2007-08 thereby showing that, the non-applicant (original complainant) in this matter was employed with it; respectively.

46. In addition to; the copy of 'summery-record' of the proceedings and hearing so held on 8th December 2008 before the BIFR in the Case No.229/2001 pertaining to the Respondent No.1 Company; indicating thereby that, the financial TDC has taken possession the assets of the applicant company. And further noted down by way of his observation that, the non-applicant (now the original complainant) has not filed any 'reply' denying the averments and particulars so referred to in the two important documents. Hence, the Review was allowed and the very IR order dated 5th November 2008 so passed below Exh.U-8 in the original Complaint (ULP) No. 137/2008 got set aside; as per the review order dated 3rd July 2009; respectively.

47. The Ld. Advocate Shri S.S. Pathak for the respondents has tried to impress this Court; with his oral submission further that, this complainant himself has suppressed the material facts saying further that, he was gainfully employed during the intervening-period (Exh.C-16'A' list); is nothing but; the PF Commissioner's Annual Statement of Accounts. Then, PF slip; is the annual statement of accounts as on 24th September 2010; showing the name of Shri P.V. Varghese and with this remark; an endorsement by the PF Inspector i.e. the Accounts Officer covering-letter dated 3rd January 2011; addressed to this Court by the office of R.P.F. Commissioner, Bandra (E.), Mumbai 400 051 under the heading 'Opera Clothing'; with its seal and signature there of (Exh.C-18) with the list below Exh.C-17; respectively.

48. Then, he submitted before the Court that, the witnesses from M/s. Opera Clothing Pvt. Ltd. below Exh.C-15A; by name one Shri. M.M.Kulashesta, the Manager-Accounts and Finance with the said establishment M/s. Opera Clothing; having an establishment and head-office at Lower Parel, Mumbai; has also deposed to that effect showing two documents also that, the complainant by name P.V. Varghese was employed during the intervening period gainfully with this M/s. Opera Clothing and that is what; he has suppressed before the respective Labour Court; as well as in this Complaint (ULP) matter; too.

49. Accordingly, it is his oral submission further on this count that, the very complainant has committed a fraud; not only against the first party in the said Ref.(IDA) matter before the respective Labour Court, Mumbai; as well as in this Complaint (ULP) matter before the Court too; by keeping himself aloof; but by filling his affidavited-testimony; without making him available for his cross below Exh.U-8; the very complainant tried to avoid his exposure on the count of this suppression of the material facts.

50. It is his oral submission that, the Respondent No.2 was not a necessary party; as the Respondent No.1 company has already got closed its Export Department; but Mr. Jalan. the Ex-Managing Director of the Respondent No.1 Company has been made party to this litigation unnecessarily. Therefore, lastly; he has submitted as far as these issues are concerned that, on two-counts; the present complaint is not maintainable as the Export Department; with which, the complainant was in its employment with the Respondent No.1 company is no more in existence; but it has been closed a long-back. similarly, the complainant has been in the gainful employment with the said another unit by name 'M/s. Opera Clothing Pvt. Ltd.' Hence, he has obtained that award by committing a fraud in terms of suppression of material facts. Therefore, it is in nullity and the present complaint is not maintainable on the aforesaid two counts; he has concluded his oral submissions accordingly.

51. In support of his oral submissions; the learned Advocate Shri S. S. Pathak for the respondents has taken shelter of in all 6 case-law through the compilation below Exh.C-9; alongwith the respective ratio laid down therein are taken down as under:

52. It is the judgment of our Hon'ble Bombay High Court, in the matter between *Atmaram Chitale and Anr. V/s. Vidya Vardhini Sabha and Ors., in the Contempt Petition No.83/1993* and the law laid down therein as under :—

“Criminal—Jurisdiction—Sections 2, 10 and 12 of Contempt of Courts Act, 1971 and Section 71 of Bombay Public Trust Act, 1950 - Maharashtra Revenue Tribunal (MRT) passed an Order exercising power under Section 71 — Order had not been complied by respondents — contempt proceedings initiated by petitioners — MRT had no jurisdiction to grant said Order- non compliance of the said order did not amount to contempt of Court — notices to respondents discharged as there was no contempt.”

53. Then, the judgment of the Hon'ble Supreme Court of India, in the matter between *Chief Engineer, Hydel Project and Ors. V/s. Ravinder Nath and Ors. reported in 2008-I-CLR-523* and the law laid down therein as under :—

“Once original decree itself was passed without jurisdiction, and hit by doctrine of ‘Coram non judice’ it cannot be upheld on technical ground that objection to jurisdiction was not taken before Lower Courts.

54. Then, the judgment of the Hon'ble Gujarat High Court, in the matter between *Mill Mazdoor Sabha V/s. Rushbh Precision Bearing Ltd. and Ors., reported in 2008-I-CLR-362* and the law laid down therein as under :—

“IV. Constitution of India , 1950 - Arts 226, 227 - Delay - Delay in petition Held : that illegal order cannot be allowed to be sustained merely on account of delay.”

55. Then, the judgment of the Hon'ble Calcutta High Court, in the matter between *National Textile Corporation (WBABO) Ltd. and Anr. V/s. Learned Judge, 8th Industrial Tribunal and Ors., reported in 2007-III-CLR-544* and the law laid down therein as under :—

“Held that Award is without jurisdiction as Central Government and not the state Government, is the appropriate Government.”

56. Then, the Judgment of the Hon'ble Supreme Court of India, in the matter between *State of U.R and Ors. V/s. Ram Sukhi Devi reported in 2004(103)-FLR-568* and the law laid down therein as under :—

“Final relief sought cannot be given, an interim measure - Order passed by High Court set aside on ground that final relief has been granted at an interim stage without justifiable reasons - High Court will dispose of the matter afresh - U.P. Recruitment of Dependents of Government Servant Dying-in- Harness Rules, 1974 - Rules issued also in 1996.”

57. And lastly, the judgment of the Hon'ble Supreme Court of India, in the matter between *The Bombay Gas Co. Ltd. V/s. Gopal Bhiva and Ors., reported in AIR-1964-SC-752* and the law laid down therein as under :—

“Objection by employer that direction was without jurisdiction - Jurisdiction of Labour Court to consider plea-Comparison of proceedings under section 33C(2) with execution proceeding-Civil R.C.(1908).S.47.”

58. With regard to the issue No.2; in absence of the necessary party to the litigation as the official liquidator and / or the Court Receiver and/or stay by the appellate authority i.e. AIFR against the order of the BIFR under the provisions of the SICA Act, 1985 has been brought on record by the respondents till the date. Hence, it is treated as the present complaint is maintainable on this ground and it is held that, the respondents have failed to prove that, the present complaint filed under the provisions of the Act, 1971 in view of the pendency of the proceedings of BIFR is not maintainable. Thus, the issue No.2 is required to be answered in the 'Negative'; indirectly thereby holding that, the present complaint filed under the provisions of the Act, 1971 is very well maintainable.

59. In respect of the issue No.3; unless the fraud with the first part company and/or the Respondent No. 1 has been proved; of course, through the cogent evidence before the Court; except there is some amount of element of suppression of facts in obtaining the said final award in his favour; it is held that, the said award cannot be declared/ dubbed as nullity; both on facts and in the eyes of law. Since for want of challenge of the said final award so passed in the Ref. (IDA) No.112/2003, dated 22nd October 2007 which got published on 1st January 2008 by the Appropriate Government; at the hands of the first party company (now the Respondent No.1 company) with any Higher Forum of Law; including the Hon'ble Writ Court/ Hon'ble High Court on record; till the date the said very award dated 22nd October 2007 so passed by the LD. P.O. of the 9th Labour Court in the original Ref. (IDA) No.112/2003; cannot be declared as in nullity. Nor it cannot be dubbed as not maintainable this complaint. And hence, the very award is maintainable for its adjudication as against the Respondent No.1 as on till the date. Since it has not been set aside and/or quashed by any appellate authority or higher Court of appeal; to that effect on record. Thus the issue No.3 is required to be answered in the 'Negative'.

60. *Issue No. 4.*— On this count; the issue No.4 for proving the same that, at the hands of these respondents; alleged unfair labour practice has got committed within the meaning of item 9 of Schedule IV of the Act, 1971; so pleaded by the complainant below Exh.U-1 in the main complaint. In other words; the initial burden of proof lies on the shoulder of the very complainant to do so; of course, through the cogent-evidence before the Court.

61. In furtherance thereof; it seems that, the complainant through his affidavited- testimony below Exh.U-8 dated 23rd June 2008 has reiterated the whole of the contentions he has pleaded in the main complaint below Exh.U-1 with an addition that, *vide* Para 3; he has deposed through his affidavited-testimony “I, therefore, made strenuous efforts to secure alternate gainful employment. However, due to my advance age, I could not secure such gainful employment and till the date I am unemployed”. It has been preceded with that as per the direction so made; while

passing the order in Review-Application; he was required to file this affidavit in respect of his gainful employment or otherwise; he has done so. But thereafter; he did not make himself available before the Court; for him getting cross-examined on behalf of the respondents. Then; through the pursis below fxh.U-9; it appears that the complainant; alongwith his Ld. Advocate on record has passed a pursis on 21st August 2009, stating that, as he has relied upon the documents and the award so passed in the Ref. (IDA) No.112/2003 by the Ld. P.O., 9th Labour Court, Mumbai; and he does not want to lead any oral evidence in the matter; as the above complaint has been expedited by this Court in the Review Application (ULP) No.1/2009.

62. As against the same; the Respondent No.2, the Chairman and Managing Director of the Respondent No.1 company below Exh.C-12 filed his notarized-affidavit in lieu of examination in chief dated 29th October 2009. *Vide* Para 2 it is mentioned that, Export Department has been closed in the month of March, 2002 and the award passed by the concerned Labour Court has even otherwise has become infructuous and cannot be implemented. Then, by reproducing the relevant portion of his affidavited testimony *vide* Para 3 on Page 2, the Court quotes him, *"I say that the order passed by the BIFR Authorities on 23rd December 2004 was challenged by the Respondents; by filing an Appeal before AAIFR on 7th December 2005 which was registered under Reference No.31 of 2005 dated 14 February 2005. I say that the matter was thereafter remanded back to BIFR-Authorities; who have declared the Respondents as 'Sick-Unit' vide Order dated 24 July 2008. I say that the Company is protected under the various sections of SICA Act and as such no proceedings against the Company could be initiated, nor any Creditor to be allowed to take action."*

63. It is further seen that, the said-affiant i.e. Director of the Respondent No.1 company in his affidavited testimony below Exh.C 12 dated 29th October 2009; has deposed *vide* Para 4 on Page 2 thereof that, *"I say that Complainant is already gainfully employed and even the the property of the Respondents has been taken over by 'Economic Development Corporation (E.R.C) of Goa; alongwith its Assets under section 29 of State Financial Corporation Act; as mentioned in the proceedings held on 8th December 2008 before BIFR Authorities."*

64. However in his cross-examination below Exh.C-12; he has fairly admitted on oath before the Court, "the complainant has raised industrial dispute and award has been passed is correct. Exh.C-2 the complaint might have been received by us. Ashokkumar Bagadia, Vijaykumar Agrawal were executive and director respectively. I might have read the award. Award is not challenged in the High Court".

65. Then, the said star-witness on behalf of the Respondent No.1 company i.e. Shri A. K. Jalan has admitted in his cross on oath before Exh.C-12 that, there has been no document, on record to show that the closure of its 'Export- Department'.

66. Then, another witness below Exh.C-15 as the Witness No.2 for the Respondent No.1 company by name Shri A.C. Dhasal, the Accounts Executive with its Lower Parel office and Madhur Kulshetra is the Manager at Lower Parel office and he looks after PF-work. He has deposed in his cross that, in October 2009 there was a firing in his company at Lower Parel and he is going to produce the 'Panchanama'; for the same.

67. Accordingly; with the list below Exh.C-17 the said witness through his xerox-copies; has produced the relevant documents in respect of the fire so taken place with the Opera Clothing Pvt. Ltd. All these go to show and establish that, there has been no concrete-documentary evidence to support the contention that the export-unit/export- department of the respondent No.1 company has been closed in the month of March 2002 as contended by the same. But; it has been brought on record that, the complainant himself by name P.V. Varghese has played a mischief with the Court and mainly with the Respondent No.1 and 2; by suppressing the material facts. With regard to his

gainful employment during the intervening period; he has kept himself away from the court proceedings; except filing his affidavited-testimony below Exh.U-8 dated 23rd June 2008; as well as closing down his oral evidence through pursis below Exh.U-9 dated 21st August 2009 counts a lot and it speaks in volumes.

68. In other words; the very complainant did not want to face his cross examination at the hands of the respondents; of course, on the ground that, he was alleged to have been the gainful employment with another company/ establishment by name M/s. Opera Clothing Pvt. Ltd., and the documents so secured and brought on record on behalf of the respondents as enumerated as above; through the independent witness i.e. PF-Commissioner-Office; Witness as well as the respondent's two witnesses all these in totality do support the case of the respondents, in its substantial form; but not the complainant. In other words; the complainant has systematically tried to evade his exposure; which otherwise would have revealed that he has suppressed the fact with regard to his gainful employment with the respective-company during the intervening period. However, the Court does not find a justifiable-reason if any, that even through in his affidavited-testimony below Exh.U-8; he has stated categorically/deposed therein to the effect that, irrespective of his efforts; he remained unemployed during the said intervening period.

69. Nonetheless; the fact remains that, neither the final-award so passed in the respective Ref. (IDA) No.112/2003 dated 22nd October 2007; which later on; got published in the official publication of the appropriate Government on 1st January 2008; it also remained unchallenged. In addition to; it remained unimplemented and unexecuted at the hands of the respondents (original first party company); till the date. In addition to; it is worth to mention that, with regard to his admission so given by the one of the witnesses for the respondents that, the complainant's letter dated 28th January 2008 may have received by the first party company/Respondent No-1 company; but that was not replied by it; nor executed too. In other words; by way of the lethargic and negative attitude of the respondent No.1 and 2 have helped and assisted equally to this very complainant also; in providing his case; of course, to some extent only.

70. the BIFR-proceedings: which has been remanded by the office of AIFR has been the material on record in the form of the Review Application (ULP) No.01/2009; in a BIFR Case No.229/2001 with regard to the Respondent No.1-Company dated 8th December 2008 with the list below Exh.C-5 therein; the Court has gone through and noticed that, the matter was adjourned by issuing notices to EDC and State Bank of Saurashtra and to the company at its Goa and Mumbai offices and hearing was adjourned to 28th January 2009; respectively.

71. To that effect; the Court is under obligation; to go through the case laws so referred to and relied on behalf of the complainant below Exh.U-11 and the respective proposition of law i.e. the judgment of our Hon'ble Bombay High Court as under :—

72. It is the judgment of our Hon'ble Bombay High Court, in the matter between *Kamani Tubes Ltd. V/s. Kamani Empl. Union and Ors.*, reported in 1937-H-CLR-263 and the law laid down therein as under :—

“Maharashtra Recognition of Trade Unions and Prevention of Unfair Labour Practices Act, 1971 – Schedule IV, Item 9 – Where there has been a failure to implement an award, settlement or agreement whatever might be the motive reason or cause of failure, there is an unfair labour practice.”

Held : Item 9 makes the employer's “failure to implement award, settlement or agreement” an unfair labour practice. When an employer does not implement an award, settlement or agreement he fails to implement the award, settlement or agreement. There is then a failure on the part of the employer to implement an award, Settlement or agreement and he is guilty of the unfair labour practice set out in item 9. The phraseology of item 9 affords no scope for the taking into accounts of

motive or reason or cause for the failure. To read item 9 in any manner other than as set out above would be to do violence to its language. to read item 9 as suggesting that there would be no failure if there was inability to implement would be to read into it the words "without good cause" and that would be impermissible."

73. Then, the judgment of our Hon'ble Bombay High Court, in the matter between *Rahinder Singh and Ors. V/s. Union of India through the Regional Labour Commissioner (Central) Mumbai and Ors.*, reported in 2008 I-CLR-872 and the law laid down therein as under :—

"Industrial Disputes Act, 1947 — Ss.2(p), 33-C(1) — Industrial Disputes (Central) Rules, 1957 — Rule 58 — Settlement — In a dispute, matter settled by Labour Court in favour of employee — in writ petition filed by the employer; there was settlement in July 2006 — payments to be made by employer to workers i.e. petitioners — Payments not made by employer — Application filed by petitioners u/s. 33 C(1) of the Act, rejected by Officer, stating that settlement was not sent through the authorized officer — Hence this petition — Held that Rule 58 of I.D. (Central) Rules is directory requirement — There was substantial compliance of the Rule by the petitioners — Deputy Chief Labour Commissioner erred in rejecting the Application of petitioners — Implementation of the settlement cannot be deferred merely because writ petition was pending."

74. Then, the judgment of the Hon'ble Supreme Court of India, in the matter between *L.K. Verma V/s. HMT Ltd. and Anr.*, reported in 2006-SCC-(L and S)-278 and the law laid down therein as under :—

"Natural justice — Proof — Things admitted, held, need not be proved — On facts, held, besides admission of abusing an officer in filthy language by the delinquent employee, witnesses were examined for proving the charges Evidence Act, 1872, S.58."

75. Simultaneously, in the light of the law so laid down by our Hon'ble Bombay High Court, in the matter between *Indian Engineering works (Bombay) Pvt. Ltd. V/s. the Presiding Officer, 5th Labour Court and Ors.*, reported in 1996(72)FLR-150 and the law laid down therein are reproduced below :—

"Back wages — Entitlement of — Termination of service held to be wrongful termination granted — He was found gainfully employed — Not entitled for back wages not even half back-wages."

76. Here equally both the sides to the litigation are held to be responsible on account of their lapses; mainly the complainant (the second party workman) has not disclosed the facts about his gainful employment with the concerned-establishment i.e. M/s. Opera Clothing for a considerable period; supported with the documentary evidence purpose and deliberately; he suppressed this fact on one hand and simultaneously; the management of the Respondent No.1-Company has neither challenged the said final award in the respective Ref. (IDA) matter; with any Higher Court of Law till the date; nor implemented and/or tried to implement the said award in its 'letter and spirit'. All these in totality does not give impetus in its favour; in all fairness and equity from the side of both the parties to the litigation. The relief of reinstatement in view of as the matter has been, since in the form of lispendence before the respective BIFR-authority under the SICA Act, 1985; as on today become infructuous. Similarly, granting of back wages and continuity of service on account of his fallacy and suppression of material facts; entails his disentitlement for the same; though the final award went in his favour and which remained unchallenged; till the date.

77. To strike out the balance and find out the mean out of this rival mixed issue facts and law situation; gives a good deal of power to this Court; which is within the power as contemplated under section 30(1)(b) of the Act, 1971; to pay a paltry amount of special-compensation to the tune only of Rs.10,000 in favour of the second party (now the complainant); in this matter; respectively.

78. The law laid down by our Hon'ble Bombay High Court (supra:1987-II-CLR-263); helps and assists this complainant; in proving the issue No.4 as against the Respondent No.2; to some extent only.

79. It is being done, that unfair labour practice within the meaning of item 9 of Schedule IV of the Act, 1971 has been declared to have been proved at the hands of the complainant through the cogent evidence before the Court; but to a some extent and with a 'rider'; as observed by this Court in the forgoing paras of this judgment as above. Thus, thereby the Court is giving his findings to the issue No.4, 5 and 6 accordingly in the words as discussed and for the reasons as narrated as above. Finally; the Court comes to the conclusion that this type of negative attitude on part of the original second party-workman; now the complainant in this matter is worth to be deprecated in all respects and the amount so granted (token-one) to the tune of Rs.10,000 cannot be treated as a precedent in the other matters; at all. With this view in mind; finally the court proposes to pass the following order; which would meet the ends of justice, equity and good conscience :—

Order

(1) The Complaint (ULP) No.137/ 2008 below Exhibit.U-1 stands allowed : of course with no order as to costs.

(2) It is hereby declared that, the Respondent No.1 and 2 have committed an Unfair Labour Practice within the meaning of item 9 of Schedule IV of the Act, 1971 to some extent.

(3) The Respondent No.1 and 2 are jointly and severally liable to pay to the complainant a token-amount of Rs.10,000 only towards compensation to be deposited by it with the office of this Court within a month from today.

Place : Mumbai,
Dated : 30th September 2011.

S. K. SHALGAONKAR,
Member,
Industrial Court, Mumbai.

Sd/-
I/c. Registrar,
Industrial Court, Mumbai,
dated 21st October 2011.

INDUSTRIES, ENERGY AND LABOUR DEPARTMENT

Madam Kama Marg, Hutatma Rajguru Chowk, Mantralaya,
Mumbai 400 032, dated the 28th October 2016.

NOTIFICATION

BEEDI AND CIGAR WORKERS (CONDITION OF EMPLOYMENT) ACT, 1966.

No. BCA. 2015/C.R. 01/LAB. 6.—In exercise of the powers conferred by clause (c) of section 2 of the Beedi and Cigar Workers' (Condition of Employment) Act, 1966 (32 of 1966), the Government of Maharashtra hereby amends the Government Notification, Industries, Energy and Labour Department, No. BCA. 1015/C.R. 01/Lab-6, dated the 12th July 2016 as follows, namely :—

In the Schedule appended to the said notification, after Serial No. 16, the following entries shall be added, namely :—

“17	Assistant Commissioner of Labour, Bhandara	Bhandara District
18	Assistant Commissioner of Labour, Gondia	Gondia District
19	Assistant Commissioner of Labour, Chandrapur	Chandrapur and Gadchiroli District.
20	Assistant Commissioner of Labour, Nashik	All Assistant Commissioner of Labour to the extent of their respective areas in Nashik District.
21	Assistant Commissioner of Labour, Jalgaon	Jalgaon, Nandurbar and Dhule District.
22	Assistant Commissioner of Labour, Ahmadnagar	Ahmadnagar District
23	Assistant Commissioner of Labour, Aurangabad	All Assistant Commissioner of Labour to the extent of their respective areas in Aurangabad and Jalana District.
24	Assistant Commissioner of Labour, Nanded	Nanded, Parbhani and Hingoli District.
25	Assistant Commissioner of Labour, Latur	Latur, Beed and Osmanabad District.”

By order and in the name of the Governor of Maharashtra,

G. S. SONAWANE,
Deputy Secretary to Government.

पुढील अधिसूचना इत्यादी असाधारण राजपत्र म्हणून त्यांच्यासमोर दर्शविलेल्या दिनांकांना प्रसिद्ध झालेल्या आहेत :—

१०६

मंगळवार, मार्च ४, २०१४/फाल्गुन १३, शके १९३५

उद्योग, ऊर्जा व कामगार विभाग

मंत्रालय, मुंबई ४०० ०३२, दिनांक ४ मार्च २०१४

अधिसूचना

महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) अधिनियम, १९८१.

क्रमांक एसजीए. २०१४/प्र.क्र. १३४/काम-५.—ज्याअर्थी, ज्यांची नावे यासोबत जोडलेल्या अनुसूची-एक च्या स्तंभ (२) मध्ये नमूद केलेली आहेत अशा विवक्षित सुरक्षा रक्षकांना (यात यापुढे ज्यांचा उल्लेख “ उक्त सुरक्षा रक्षक ” असा करण्यात आला आहे), उक्त अनुसूची एक च्या स्तंभ (४) मध्ये नमूद केलेल्या मुख्य मालकांकडे कामावर ठेवलेले आहे अशा मे. राजहंस डिटॅक्टिव्ह अँड इंडस्ट्रियल सिक्युरिटी सर्व्हिसेस, लाला सेठ हाऊस, म्युनिसिपल ऑफिस समोर, माजीवाडा, ठाणे (ठाणे जिल्ह्याकरिता) व मालक श्री. अन्वर गुलाम फारुख शेख यांनी महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) अधिनियम, १९८१ (१९८१ चा महा. ५८) याच्या कलम २३ अन्वये, उक्त अधिनियमाच्या सर्व तरतुदी आणि महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) योजना, २००२ (यात यापुढे ज्याचा उल्लेख “ उक्त योजना ” असा करण्यात आला आहे) यांच्या अंमलबजावणीतून सूट मिळण्यासाठी अर्ज केला आहे ;

आणि ज्याअर्थी, सल्लागार समितीशी विचारविनिमय केल्यानंतर व उक्त सुरक्षा रक्षकांना मिळत असलेल्या लाभांची पडताळणी केल्यानंतर, त्यांना मिळत असणारे लाभ हे उक्त अधिनियमाद्वारे व त्या अधिनियमान्वये आणि उक्त योजनेद्वारे व तदन्वये तरतूद केलेल्या लाभांपेक्षा एकंदरीत पाहता कमी फायदेशीर नाहीत असे महाराष्ट्र शासनाचे मत झालेले आहे.

त्याअर्थी, आता, महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) अधिनियम, १९८१ याच्या कलम २३ अन्वये प्रदान केलेल्या अधिकारांचा वापर करून, महाराष्ट्र शासन याद्वारे उक्त अधिनियमाच्या व उक्त योजनेच्या सर्व तरतुदींच्या अंमलबजावणीतून उक्त खाजगी सुरक्षा रक्षकांना, यासोबत जोडलेल्या अनुसूची-दोन मध्ये विनिर्दिष्ट केलेल्या शर्तीच्या अधीन राहून, **राजपत्रात** ही अधिसूचना प्रसिद्ध केल्याच्या दिनांकापासून तीन वर्षांच्या कालावधीसाठी सूट देत आहे.

अनुसूची-१

अ.क्र. (१)	सुरक्षा रक्षकाचे नाव (२)	वर्ग (३)	मुख्य मालकाचे नाव व पत्ता (४)
१	दैतारी बनवारी दास	सुरक्षा रक्षक	मे.एस्सेल प्रोपॅक लि., मुरबाड, ठाणे
२	दलबहादूर रामबहादूर छेत्री	सुरक्षा रक्षक	—”—
३	किशोर रमेश म्हात्रे	सुरक्षा रक्षक	—”—
४	अतुल मोहन भानगे	सुरक्षा रक्षक	मे.यु.पी.टिव्हंगा फायबर ग्लास, अंबरनाथ, ठाणे
५	दिपक नारायण म्हाारसे	सुरक्षा रक्षक	—”—
६	महेश बसप्पा जामखेडे	सुरक्षा रक्षक	—”—
७	दिनेश ननावरे	सुरक्षा रक्षक	—”—
८	महेश धर्मराज राडे	सुरक्षा रक्षक	—”—
९	प्रकाश परशुराम पाटील	सुरक्षा रक्षक	—”—
१०	परशुराम अनंत गायकवाड	सुरक्षा रक्षक	—”—
११	नितीन कोंडिबा शेलार	सुरक्षा रक्षक	—”—
१२	श्रीनिवास केशव राव	सुरक्षा रक्षक	—”—
१३	थॉमस मुपन पॉल	सुरक्षा रक्षक	—”—
१४	संजय शिवाजी जाधव	सुरक्षा रक्षक	—”—
१५	संजय गणू ठाकरे	सुरक्षा रक्षक	—”—
१६	मुरलीधर वासुदेव भोईर	सुरक्षा रक्षक	—”—
१७	गोकुळ केशरीनाथ राठोड	सुरक्षा रक्षक	—”—
१८	प्रकाश भागवत घाटे	सुरक्षा रक्षक	—”—

टीप.—महाराष्ट्र शासन या सुरक्षा रक्षकांबाबत कोणत्याही प्रकारची हमी घेत नाही. मुख्य मालक स्वतःच्या जबाबदारीवर सुरक्षा रक्षकांना कामे देऊ शकतात.

अनुसूची-२

मालक एजन्सीने व मुख्य मालकांनी पाळावयाच्या शर्ती

१. **पोलीस तपासणी.**— सुरक्षा रक्षकांच्या तसेच एजन्सीच्या मालकांच्या पूर्वइतिहासाबाबत पोलीस पडताळणी दाखला तसेच एजन्सीकडे केंद्र शासनाच्या खाजगी सुरक्षा रक्षक (नियमन) कायदा, २००५ अंतर्गत परवाना असणे आवश्यक असेल.

२. **प्रशिक्षण.**— सुरक्षा रक्षकांना नियुक्त करण्यापूर्वी पुरेसे प्रशिक्षण देणे आवश्यक असेल.

३. **शैक्षणिक, शारीरिक आणि इतर पात्रता.**— सुरक्षा रक्षकांची शैक्षणिक व शारीरिक पात्रता पुढीलप्रमाणे असेल :—

किमान शैक्षणिक पात्रता.— इयत्ता ८ वी उत्तीर्ण.

शारीरिक पात्रता.— (अ) (१) उंची - १६२ सें.मी.

(२) वजन - ५० किलो

(३) छाती - न फुगवता - ७९ सें.मी.

फुगवून - ८४ सें.मी.

(४) नजर - दृष्टी चष्मा असल्यास नंबर जास्त नसावा.

(ब) आदिवासी उमेदवारांना उंचीमध्ये ५ सें.मी. व छातीमध्ये २ सें.मी. ची सवलत देण्यात यावी.

४. **लाभ.**— सुरक्षा रक्षकांना पुढील लाभ मिळतील :—

- (अ) गणवेश प्रत्येक वर्षाला २ जोड.
- (ब) चामडी बूट प्रत्येक वर्षात १ जोड.
- (क) पावसाळी व हिवाळी गणवेश— (२ वर्षांतून एकदा) रेनकोट, ट्राऊझर, टोपी, वूलन कोट व पैंट.

५. **वेतन व इतर कायदेशीर सवलती.**— सूट दिलेल्या सुरक्षा रक्षकाने राष्ट्रीयीकृत बँकेमध्ये आपले खाते उघडावे व मालक एजन्सीने मुख्य मालकाकडे तैनात केलेल्या सुरक्षा रक्षकांच्या देय वेतनाच्या रकमेइतका रेखांकित धनादेश ७ तारखेपर्यंत वैयक्तिकरित्या सुरक्षा रक्षकास द्यावा. सुरक्षा रक्षकास दिलेल्या वेतनाबाबतचे सविस्तर तपशील नमुना “ क ” मधील विवरणपत्रामध्ये भरून सुरक्षा रक्षक मंडळास दर महिन्याच्या १० तारखेपर्यंत पाठवावे. मालक एजन्सीने खाली दर्शविल्याप्रमाणे लाभ सुरक्षा रक्षकांना द्यावेत :—

सानुग्रह अनुदान	:	वेतनाच्या १० टक्के
उपदान	:	वेतनाच्या ४ टक्के
भरपगारी रजा	:	वेतनाच्या ६ टक्के
भरपगारी सुट्टी	:	वेतनाच्या १ टक्का

सुरक्षा रक्षकांना लागू असलेल्या भविष्यनिर्वाह निधी व कामगार राज्य विमा योजना यांच्या वजाती मालक एजन्सीने परस्पर संबंधित प्राधिकरणाकडे जमा कराव्यात आणि त्यांचे चलन माहितीसाठी मंडळास सादर करावे. मालक एजन्सीने भरणा केलेल्या भविष्यनिर्वाह निधी व कामगार राज्य विमा योजनेच्या वजातीबाबतच्या पावत्या/चलन सुरक्षा रक्षकांना नियमितपणे देऊन त्या संदर्भातील एकत्रित तपशील शासनास, कामगार आयुक्त कार्यालयास व सुरक्षा रक्षक मंडळास प्रत्येक ६ महिन्यांनी सादर करावा, असे न केल्यास मालक एजन्सीला जबाबदार धरून दिलेली सूट रद्द करण्यात येईल.

६. **अतिकालिक भत्ता.**— सुरक्षा रक्षकांना मिळणारा अतिकालिक भत्ता हा मंडळाने नोंदीत सुरक्षा रक्षकांसाठी निश्चित केलेल्या वेतन दराच्या दुप्पट दरापेक्षा कमी नसावा, याबाबत संबंधित मुख्य मालकाची अंतिम जबाबदारी राहिल.

सुरक्षा रक्षकांना देय वेतन व लाभ देणे मुख्य मालकांची जबाबदारी असून मुख्य मालकाने त्यांच्याकडे तैनात करण्यात आलेल्या सुरक्षा रक्षकांना अधिनियम आणि योजनेतील तरतुदीनुसार वेतन व लाभ मिळत आहेत याची खात्री करून घेणे बंधनकारक असेल.

७. **विवरणपत्र सादर करणे.**— (अ) **त्रैमासिक विवरणपत्र.**—मालक एजन्सीजने सुरक्षा रक्षकांच्या नियुक्तीबाबतचे त्रैमासिक विवरणपत्र प्रत्येक त्रैमासिकाच्या (जानेवारी, एप्रिल, जुलै व ऑक्टोबर महिन्याच्या) पहिल्या आठवड्यात सोबत जोडलेल्या नमुना “ अ ” मध्ये शासन, कामगार आयुक्त आणि सुरक्षा रक्षक मंडळास सादर करावे.

(ब) **सहामाही विवरणपत्र.**— (१) नियुक्त केलेल्या, नोकरी सोडून गेलेल्या आणि नव्याने भरती केलेल्या सुरक्षा रक्षकांबाबतचे विवरणपत्र दर ६ महिन्यांनी सोबत जोडलेल्या नमुना “ ब ” मध्ये शासन, कामगार आयुक्त आणि सुरक्षा रक्षक मंडळ यांना एजन्सीने सादर करावे.

(२) भविष्यनिर्वाह निधी व राज्य कामगार विमा योजनेची वर्गणी एजन्सीने नियमित भरून संबंधित सुरक्षा रक्षकांना त्यासंबंधी वेळोवेळी पावत्या द्याव्यात व दर सहा महिन्यात तसे केल्याबाबतचा अहवाल शासनास, कामगार आयुक्त व सुरक्षा रक्षक मंडळास द्यावा.

(३) यापूर्वीच्या भविष्यनिर्वाह निधीच्या रकमा व राज्य कामगार विमा योजनेची वर्गणी भरल्याबाबतचा पुरावा शासनाकडे सदर अधिसूचना निर्गमित झाल्यापासून तीन महिन्यांच्या आत सादर करावा. अन्यथा संबंधित सुरक्षा रक्षकांना देण्यात आलेली सूट रद्द करण्यात येईल.

(क) **वार्षिक विवरणपत्र.**— प्रत्येक मालक एजन्सीने, सनदी लेखापाल यांनी प्रमाणित केलेले वार्षिक विवरणपत्र सोबत जोडलेल्या नमुना “ ड ” मध्ये दरवर्षी ३० जून पर्यंत शासनास तसेच मंडळास सादर करावे. ज्यात एजन्सीने भरलेला आयकर, सुरक्षा रक्षकांचा जमा केलेला भविष्य निर्वाह निधी व कामगार राज्य विमा याबाबतच्या चलनाच्या प्रती व इतर तपशील असेल.

८. **एजन्सीची व सूट प्राप्त सुरक्षा रक्षकांची मंडळाकडे नोंदणी.**— अधिसूचनेच्या दिनांकापासून एक महिन्याच्या कालावधीत उक्त मंडळाकडे महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) योजना, २००२ च्या खंड १३(२) व १४(३) मधील तरतुदीनुसार एजन्सीजने स्वतःची मालक म्हणून आणि त्यांच्याकडील सूट प्राप्त सुरक्षा रक्षकांची विहित नमुन्यातील अर्ज व शुल्क भरून मंडळात नोंदणी करून घ्यावी.

९. **एजन्सीच्या मुख्य मालकांची मंडळाकडे नोंदणी.**— सूट प्राप्त सुरक्षा रक्षकांच्या एजन्सीमार्फत सुरक्षा रक्षक नियुक्त करणाऱ्या मुख्य मालकाने अधिसूचनेच्या दिनांकापासून १५ दिवसांचे आत योजनेच्या खंड १३(१)(अ) अन्वये स्वतःची मंडळात विहित नमुन्यातील अर्ज व शुल्क भरून नोंदणी करून घ्यावी.

१०. **नोंदणी शुल्क.**— एजन्सीने तसेच सूट प्राप्त सुरक्षा रक्षकाने मंडळाकडे नोंदणी करतवेळी महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) योजना, २००२ च्या खंड १७ मधील तरतुदीनुसार मंडळाकडे विहित कालावधीत आवश्यक ते नोंदणी शुल्क भरले पाहिजे.

११. **नोंदणीकृत कार्यालय.**— एजन्सीचे नोंदणीकृत कार्यालय असावे आणि त्याबाबतची माहिती एजन्सीने शासन, कामगार आयुक्त व मंडळास द्यावी. नोंदणीकृत कार्यालयाचा पत्ता बदलल्यास अथवा एजन्सीच्या नावात बदल झाल्यास १५ दिवसांचे आत बदलाबाबतच्या आवश्यक त्या कागदोपत्री पुराव्यासह शासनास व मंडळास कळवावे, जेणेकरून शासन सुधारित अधिसूचना जारी करील. सुधारित अधिसूचना जारी झाल्यानंतर मंडळ झालेल्या बदलांची नोंद घेईल.

१२. **सुरक्षा रक्षकांची नियुक्ती.**— उक्त मंडळाकडे ज्या मुख्य मालकांची नोंदणी झाली आहे आणि/किंवा जे उक्त मुख्य मालक मंडळाच्या सुरक्षा रक्षकांच्या सेवेचा लाभ घेत आहेत अशा मुख्य मालकांकडे एजन्सी त्यांचेकडील सुरक्षा रक्षक नेमणार नाही. अशाप्रकारे सुरक्षा रक्षक नेमल्यास मालक एजन्सीला जबाबदार धरून दिलेली सूट रद्द करण्यात येईल.

१३. **ओळखपत्र व हजेरी कार्ड देणे.**— खाजगी सुरक्षा रक्षक एजन्सी त्यांचेकडील सुरक्षा रक्षकांना व अधिकाऱ्यांना नियुक्त केल्यापासून ३० दिवसांच्या आत ओळखपत्र व हजेरीकार्ड देईल.

१४. **कायदेशीर देणी अदा करणे.**— सुरक्षा रक्षक ज्यावेळी एजन्सीची नोकरी सोडतील, त्यावेळी त्यांना देय असलेली सर्व कायदेशीर देणी (उपदान व इतर कायदेशीर देणी) एजन्सीने अदा करून त्याबाबत झालेल्या व्यवहारांच्या प्रती मंडळाकडे सादर करणे एजन्सीला बंधनकारक राहील.

१५. **एकावेळी एकाच मुख्य मालकाकडे नोकरी.**— सुरक्षा रक्षक एकावेळी एकापेक्षा अधिक मुख्य मालकाकडे काम करणार नाही. याबाबत प्रत्येक सुरक्षा रक्षक एजन्सीने खात्री करून घेतली पाहिजे.

१६. **एखाद्या सुरक्षा रक्षकास त्याच्या निवासस्थानापासून ५० कि.मी. पेक्षा अधिक अंतरावर काम करण्यासाठी पाठविल्यास मालक एजन्सीने त्याच्या एकूण वेतनाच्या २० टक्के रक्कम त्याला भत्ता म्हणून द्यावी.**

१७. **सुरक्षा रक्षकांच्या फायद्यांसंदर्भात शासनाने किंवा मंडळाने भविष्यकाळात घातलेल्या अटी व शर्तीचे पालन करणे एजन्सीला, तसेच मुख्य मालकाला बंधनकारक राहील.**

१८. **मालक एजन्सीने त्यांच्या सुरक्षा रक्षकांना सूट प्राप्त झाल्यानंतर, सुरक्षा रक्षकांच्या वेतनाच्या ३ टक्के एवढी लेव्ही दरमहा १० तारखेपर्यंत मंडळास देय राहील. सदर लेव्ही अधिसूचना निर्गमित झाल्याच्या दिनांकापासून १ महिन्याच्या आत मंडळाकडे जमा करणे अनिवार्य राहील.**

मंडळाने विनिर्दिष्ट केलेल्या कालमर्यादेत लेव्हीची रक्कम भरण्यात जे नियोक्ता अधिकरण सातत्याने कसूर करील ते नियोक्ता अधिकरण मंडळाने भरणा करण्यास निर्धारित केलेल्या रकमेच्या १० टक्केहून अधिक असणार नाही इतका अधिभार दंडाच्या रुपाने मंडळाकडे भरील.

१९. **मालक एजन्सीमार्फत सुरक्षा रक्षक नियुक्त करणाऱ्या मुख्य मालकाने करार संपुष्टात आल्यानंतर वा इतर कोणत्याही कारणामुळे सुरक्षा रक्षकांची सेवा घेणे बंद केले असल्यास सेवा खंडीत केल्याच्या दिनांकापासून ७ दिवसांच्या आत अशा मुख्य मालकाची व तेथून कमी केलेल्या सुरक्षा रक्षकांची नावे व तपशील मालक एजन्सी मंडळास सादर करील. अशा मुख्य मालकाची अधिसूचनेनुसार घेतलेली मंडळातील नोंदणी रद्द होईल. तसेच मालक एजन्सीकडून नोकरी सोडून गेलेल्या सुरक्षा रक्षकांची नावे व तपशील मालक एजन्सी मंडळास व नजीकच्या पोलीस ठाण्यास ७ दिवसांच्या आत सादर करील. अशाप्रकारे नोकरी सोडून गेलेल्या सुरक्षा रक्षकांची नोंदणी मंडळ रद्द करील.**

२०. **मुख्य मालकाकडून सुरक्षा रक्षकांच्या कामाच्या मोबदल्यापोटी एजन्सीकडे जमा होणाऱ्या रकमेपैकी, मंडळाने सुरक्षा रक्षकांच्या वेतनापोटी निश्चित केलेली रक्कम तसेच सर्व वैधानिक रकमा जसे भविष्य निर्वाह निधी, कामगार राज्य विमा योजना, बोनस प्रदान, राजा वेतन, राष्ट्रीय सुट्ट्यांचे वेतन यासाठी विनियमित केले जाईल, निदान इतकी रक्कम किंवा मुख्य मालकाने एजन्सीला अदा केलेल्या रकमेच्या ५६ टक्के इतकी रक्कम किंवा यापैकी जी अधिक असेल ती सुरक्षा रक्षक एजन्सीनी सुरक्षा रक्षकांना अदा करणे आवश्यक आहे.**

२१. सुरक्षा रक्षकांना साप्ताहिक सुट्टी उपभोगण्याकरिता कार्यमुक्त करणाऱ्या सुरक्षा रक्षकांचे वेतन मुख्य मालक एजन्सीला अदा करील. हे वेतन यथा प्रमाण पद्धतीवर आधारित असेल व ही रक्कम मूळ वेतनाच्या १०% अथवा जी अधिक असेल इतकी असेल.

२२. सुरक्षा रक्षक मंडळामध्ये जमा करावयाची लेव्ही, सुरक्षा रक्षकांच्या प्रशिक्षणासाठीचा खर्च, देखरेखीवरील खर्च, तसेच एजन्सीचा प्रशासकीय खर्च व नफा या सर्व गोष्टींचा खर्च हा मुख्य मालकाने एजन्सीकडे जमा केलेल्या एकूण रकमेच्या ३०% रकमेपेक्षा जास्त नसावा.

२३. उपरोक्त अनिवार्य लादलेल्या खर्चावर नियमानुसार सेवाकर आकारला जाईल व सेवाकर त्या त्या वेळी अंमलात असलेल्या दरानुसार असेल.

२४. या व्यतिरिक्त सुरक्षा रक्षकांना गणवेश दिला जाईल व त्यासाठी ४% रक्कम दरवर्षी राखीव ठेवण्यात येईल.

२५. सुरक्षा रक्षकांना त्यांचे वेतन पुढील महिन्याच्या सात तारखेपर्यंत देण्यात यावे.

वरीलपैकी कोणत्याही शर्तीचे मालक एजन्सीने उल्लंघन केल्यास त्यांना देण्यात आलेली सूट रद्द करण्यात येईल किंवा काढून टाकण्यात येईल.

अटी, शर्ती व नियमांचे तंतोतंत पालन होण्याबाबतची जबाबदारी मुख्य मालकाची असेल. अधिसूचनेतील तरतुदीनुसार सुरक्षा रक्षकांना एजन्सीने फायदे दिले नसल्यास सूट प्राप्त सुरक्षा रक्षकांना सदर फायदे देण्याची जबाबदारी मुख्य मालकाची असेल.

नमुना “ अ ”

सुरक्षा रक्षक एजन्सीने सादर करावयाचे त्रैमासिक विवरणपत्र

महिन्यांचे त्रैमासिक विवरणपत्र :

दिनांक :

जानेवारी-मार्च,

एप्रिल-जून,

जुलै-सप्टेंबर,

ऑक्टोबर-डिसेंबर.

एजन्सीचे नाव व पत्ता :

अधिसूचना क्रमांक व दिनांक :

एजन्सीचा मंडळातील नोंदणी क्रमांक :

अनु- क्रमांक (१)	मुख्य मालकाचे नाव व पत्ता (२)	सुरक्षा रक्षकांच्या नियुक्तीचे ठिकाण (३)	सुरक्षा रक्षकांचे नाव व वर्ग (४)
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प्राधिकृत स्वाक्षरीकर्ता,
(नाव व हुद्दा).

नमुना “ ब ”

सुरक्षा रक्षक एजन्सीने सादर करावयाचे सहामाही विवरणपत्र

विवरणपत्राचा कालावधी : जानेवारी ते जून/जुलै ते डिसेंबर

दिनांक :

एजन्सीचे नाव व पत्ता :

अधिसूचना क्रमांक व दिनांक :

एजन्सीचा मंडळातील नोंदणी क्रमांक :

अ. क्र.	मुख्य मालकाचे नाव व पत्ता	नियुक्त केलेल्या सुरक्षा रक्षकांची वर्गनिहाय एकूण संख्या	सुरक्षा रक्षक एजन्सी सोडून गेलेल्या सुरक्षा रक्षकांची वर्गनिहाय संख्या	नव्याने भरती झालेल्या सुरक्षा रक्षकांची वर्गनिहाय संख्या
(१)	(२)	(३)	(४)	(५)

प्राधिकृत स्वाक्षरीकर्ता,
(नाव व हुद्दा).

नमुना “क”

एजन्सीने वेतन प्रदानाबाबत सुरक्षा रक्षक मंडळास सादर करावयाचे विवरणपत्र

वेतन प्रदानाचा महिना :

मुख्य मालकाचे नाव व पत्ता :

बँकेचे नाव (शाखा व पत्ता) :

अनु- क्रमांक (१)	सुरक्षा रक्षकाचे नाव (२)	धनादेश क्रमांक व दिनांक (३)	रक्कम (४)
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प्राधिकृत स्वाक्षरीकर्ता,
(नाव व हुद्दा).

नमुना “ड”

सुरक्षा रक्षक एजन्सीने सादर करावयाचे वार्षिक विवरणपत्र

वार्षिक विवरणपत्राचे आर्थिक वर्ष :

दिनांक :

एजन्सीचे नाव व पत्ता :

अधिसूचना क्रमांक व दिनांक :

एजन्सीचा मंडळातील नोंदणी क्रमांक :

अ. क्र.	महिने (एप्रिल ते मार्च)	नियुक्त केलेल्या सुरक्षा रक्षकांची संख्या	सुरक्षा रक्षकांना अदा केलेले एकूण वेतन	भविष्य निर्वाह निधी ज्यावर कपात केली आहे असे वेतन	मंडळाकडे जमा केलेली ३ टक्के लेव्ही रक्कम
(१)	(२)	(३)	(४)	(५)	(६)

प्राधिकृत स्वाक्षरीकर्ता,
(नाव व हुद्दा).

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,

ना. द. थोरवे,
कार्यासन अधिकारी.

In pursuance of Clause (3) of Article 348 of the Constitution of India, the following translation in English of the Government Notification, Industries, Energy and Labour Department, No. SGA. 2014/C.R. 134/LAB-5, dated 4th March 2014 is hereby published under the authority of the Governor.

By order and in the name of the Governor of Maharashtra,

A. G. ASWALE,
Joint Secretary to Government.

INDUSTRIES, ENERGY AND LABOUR DEPARTMENT

Hutatma Rajguru Chowk, Madam Kama Road, Mantralaya,
Mumbai 400 032, dated the 4th March 2014.

NOTIFICATION

MAHARASHTRA PRIVATE SECURITY GUARDS (REGULATION OF EMPLOYMENT AND WELFARE) ACT, 1981.

No. SGA. 2014/C.R. 134/Lab-5.— Whereas, certain Security guards whose names are mentioned in column (2) of Schedule I appended hereto (hereinafter referred to as “ the said Security Guards ”) employed with the Principal Employer mentioned in Column (4) of the said Schedule-I employed by M/s. Rajhans Detective and Industrial Security Services, Lala Seth House, Opp. Municipal Office, Majiwada, Thane 400 601. (Thane Dist.) and owner Shri Anwar Gulam Farukh Shekh have applied for grant of exemption, under section 23 of the Maharashtra Private Security Guards (Regulation of Employment and Welfare) Act, 1981 (Mah. LVIII of 1981) from the operation of all provisions of the said Act and the Maharashtra Private Security Guards (Regulation of Employment and Welfare) Scheme, 2002 (hereinafter referred to as “ the said Scheme ”) ;

And Whereas, the Government of Maharashtra, after consultation with the Advisory Committee and after verification of the benefits enjoyed by the said Security Guards is of the opinion that they are in enjoyment of benefits, which are on the whole not less favourable to them than the benefits provided by and under the said Act and the said Scheme.

Now, therefore, in exercise of powers conferred by Section 23 of the Maharashtra Private Security Guards (Regulation of Employment and Welfare) Act, 1981, the Government of Maharashtra hereby exempts the said Security Guards from operations of all provisions of the said Act and the said Scheme, for a period of three years from the date of publication this notification in *Official Gazette*, subject to conditions specified in Schedule-II appended hereto.

Schedule-I

Sr. No.	Name of Security Guards	Class	Name and Address of Principal Employer
(1)	(2)	(3)	(4)
1	Daitari Banvari Das	Security Guard	M/s.Essel Propac Ltd., Murbad, Thane.
2	Dalbahadur Rambahadur Chhetri	Security Guard	—”—
3	Kishor Ramesh Mhatre	Security Guard	—”—
4	Atul Mohan Bhanage	Security Guard	M/s.U.P. Tivega Fiber Glass, Ambarnath, Thane.
5	Dipak Narayan Mharse	Security Guard	—”—
6	Mahesh Basappa Jamkhede	Security Guard	—”—
7	Dinesh Nanavare	Security Guard	—”—

Schedule-I—Contd.

(1)	(2)	(3)	(4)
8	Mahesh Darmraj Rade	Security Guard	M/s.U.P. Tivega Fiber Glass, Ambarnath, Thane.
9	Prakash Parashuram Patil	Security Guard	—”—
10	Parashuram Anant Gaikwad	Security Guard	—”—
11	Nitin Kondiba Shelar	Security Guard	—”—
12	Shrinivas Keshav Rao	Security Guard	—”—
13	Thomas Mupan Paul	Security Guard	—”—
14	Sanjay Shivaji Jadhav	Security Guard	—”—
15	Sanjay Ganu Thakare	Security Guard	—”—
16	Muralidhar Vasudev Bhoir	Security Guard	—”—
17	Gokul Kesharinath Rathod	Security Guard	—”—
18	Prakash Bhagvat Ghate	Security Guard	—”—

Note.—Government of Maharashtra does not take guarantee of any sort as regards to Security Guards. Principal Employers can employ these Private Security Guards at their own risk.

Schedule-II

Conditions to be followed by the Employer Agency and Principal Employer

1. *Police Verification.*—Police Verification Certificates regarding antecedent of the guards as well as the employer of such guard is necessary. Licence under the Private Security Agency (Regulation) Act, 2005 is also compulsory on the part of Employer Agency.

2. *Training.*—Adequate training shall be imparted to the Security Guards before they are deployed.

3. *Educational Qualifications, Physical Fitness and other requirements.*—Educational, physical and other requirements for the Security Guards shall be as follows :—

Minimum Education Qualification : 8th Standard Passed.

Physical Requirements : (A) (1) Height — 162 c.m.

(2) Weight — 50 kg.

(3) Chest — 79 c.m. (Without Expansion) and 84 c.m. (On Expansion).

(4) Sight — If wearing glasses, the glass should not have excess number.

(B) In case of tribal candidates, there will relaxation of 5 c.m. in height and 2 c.m. in chest.

4. *Benefits.*—Benefits for Security Guards shall be as follows :—

(a) *Uniform* : Two pairs in a year.

(b) *Shoes* : One pair of leather shoes in a year.

(c) *Rainy and Winter Uniform* : (Once in two years) Raincoat, Trousers and Cap, Woollen Coat and Pant.

5. *Wages and other statutory Benefits.*—Exempted Security Guard shall open his account in a Nationalised Bank and Agency shall give crossed cheque to each Security Guard equivalent to his earned wages by 7th of every month. Statement showing details of wages paid in Form “C” shall be submitted to the Security Guards Board by 10th of every month.

The Agency shall give the following benefits to the Security Guards :—

<i>Ex-Gratia</i>	:	10% of wages
Gratuity	:	4% of wages
Leave with wages	:	6% of wages
Paid Holidays	:	1% of wages.

Contribution to be deposited with the Competent Authorities in respect of various statutes such as Provident Fund, E.S.I. etc. applicable to the Principal Employer, shall be deposited by the Agency with such authority and challan thereof be submitted to the Board for information. The Security Guards Agency should give regular receipt to the Guard and submit a consolidated report of the abovesaid transactions to the Government, the Commissioner of Labour and the Security Guards Board every six months. In case of default, the Agency shall be held responsible and shall be liable for cancellation of exemption.

6. *Overtime Allowance.*—Overtime Allowance should not be less than double the rates of wages existing at that time on the analogy of the Security Guards deployed by the Security Guards Board. The ultimate responsibility in this respect lies on the concerned Principal Employer.

It is the responsibility of the Principal Employer to pay wages and provide benefits to the Security Guards. The Principal Employer, in turn, shall ensure that the guards deployed at his establishment are getting wages and benefits not less favourable than those available under the Scheme.

7. *Filling of Returns*—(a) *Quarterly Return.*—Agency to submit quarterly return to the Government, the Commissioner of Labour and Board in the first week of first month of the quarter (January, April, July and October) in respect of employment of Security Guards in Form 'A' appended hereto.

(b) *Half Yearly Return.*—(1) Half Yearly Return in Form 'B' appended hereto shall be submitted by the Agency in respect of Guards engaged, who have left and newly recruited to the Government, the Commissioner of Labour and Board.

(2) The Security Guard Agency should make regular contribution of employees' Provident Fund and ESIC of the concerned Security Guards and give regular Receipts to the guard and submit a consolidated report of the above said transaction to the Government, the Commissioner of Labour and the Security Guards Board every six months.

(3) The Security Guard Agency should submit proof of the previous contributions of employees' Provident Fund and ESIC within a period of three months from the date of publication of this Notification to the Government. Otherwise, the exemption given to the concerned Security Guards will be cancelled.

(c) *Annual Return.*—Every Agency shall submit at Annual Return of Income Tax, P.F., E.S.I. duly certified by Chartered Accountant, in Form-D on or before 30th of June of every year to the Government and the Board, along with copies of challans and other details.

8. *Enrollment of the Agency with the Board.*—The Agency should get itself enroll with the Board according to the provisions of Clause 13(2) of the Maharashtra Private Security Guards (Regulation of Employment and Welfare) Scheme, 2002, as an employer agency and shall register exempted Security Guards under Clause 14(3) of the Scheme applying in the Form devised by the Board by paying prescribed registration fee within a period of one month from the date of issuance of this Notification.

9. *Registration of Principal Employer of Employer Agency.*—The Principal Employer who is engaging exempted Security Guards of the agency shall get register with the Board as provided under Clause 13(1)(a) of the Scheme within 15 days from date of exempted Notification, applying in the Form devised by the Board by paying prescribed registration fee.

10. *Enrollment fees.*—While getting itself registered with the Board, the Agency should pay Registration Fee to the Board as per clause 17 of Maharashtra Private Security Guards (Regulation of Employment and Welfare), Scheme 2002 within stipulated time.

11. *Registered Office.*—Every Agency shall have registered office which shall be notified to the Government, Commissioner of Labour and the Board. In case of change in address or change in name, the same shall be informed to the Government and to the Board alongwith documentary proof thereof within a period of 15 days from such change, so as to Government can issue Notification in respect thereof. Board shall take note of such changes after issuance of the Notification.

12. *Allotment of Guards.*—The Agency shall not allot their Security Guards to such Principal Employers who are registered with the Board. If agency deploys its Security Guards to such Principal Employer in that case exemption will be cancelled.

13. *Issue of Identity Cards/Attendance Card.*—Every Agency shall issue identity card, attendance card to Security Guards and Officers engaged and deployed by them.

14. *Payment of Legal Dues.*—Whenever a Security Guard leaves his job, it is obligatory on the part of the agency to pay all the legal dues to him and copy of the records thereof shall be submitted to the Board including gratuity and other legal dues.

15. *Employment with one principal Employer at a time.*—Every Agency shall also ensure that its Security Guards shall not work for more than one Principal Employer at a time.

16. If any Security Guard is asked to work beyond the radius of 50 kms. from his place of residence, the Employer Agency shall pay an allowance @ 20% of total emoluments of such Security Guard.

17. The Agency and Principal Employer is liable to abide with any other terms and conditions, which may be imposed in favour of Security Guard by the Government of Maharashtra or Board in future.

18. The exempted Security Guard Agency should pay levy @ 3% to the Board per month on wages paid to the Security Guards on or before 10th of every month. The agency should start paying such levy within the period of 1 month from the date of exemption Notification. The employer agency who persistently makes default in remitting the amount of 3% levy within the time limit specified as above, shall further pay by way of penalty, surcharge @ 10% of the amount to be remitted.

19. In case, the Principal Employer discontinues the exempted Security Guards due to expiry of agreement or due to any reason, in that case, the agency shall submit the details of such Principal Employers and the Security Guards to the Board within 7 days from such discontinuation. In such case the registration of the said Principal Employer shall stand cancelled. The agency shall also submit the details of Security Guards who have left the services due to any reason alongwith details of the Principal Employers to the Board and concerned Police Station within 7 (Seven) days. On receipt of the above details Board will cancel the registration of such exempted guards.

20. From the amount of the payment made by the Principal Employer to the Security Agency, the Security Guards will be paid at least an amount which has been fixed by the Board towards the wages and all the statutory benefits towards Provident Fund, E.S.I.C., Payment of Bonus, leave with wages, leave on national holidays etc. or the same shall be the amount equivalent to 56% of the gross payment made by the Principal Employer to the Security Agency, whichever is higher.

21. The Principal Employer will pay to the agency on a prorata basis for the reliever who would be relieving the Security Guard in case of his weekly off or the amount paid to the reliever shall be 10% of the basic wages, or whichever is higher.

22. The amount of levy to be deposited to the Security Guards Board, the cost of training of the Security Guards, the cost of supervision, administration of profits of the agency the total cost of which will not exceed more than 30% of the total amount paid by the Principal Employer to the agency.

23. The Service Tax will be levied on the total mandatory cost mentioned herein above at the rate which is in force at any given point of time.

24. In addition to this uniform will be provided to the Security Guards. For this purpose an amount of 4% per annum should be delineate.

25. Wages of the Security Guards will be paid not later than 7th of every next month.

Breach of any of above conditions by the employer agency shall make employer agency liable for cancellation or revocation of the exemption granted under this notification.

It shall be the responsibility of the Principal Employer to see that the terms, conditions and rules are followed scrupulously and in case the agency fails to grant the benefits to the exempted Security Guards as per the conditions of Notification the Principal Employer will be held responsible to pay the same to the exempted Security Guards.

FORM 'A'

Quarterly Return to be filed by the Agency

Quarterly Return for the months

Date :

(January-March,

April-June,

July-September,

October-December) :

Name and Address of the Agency :

Notification No. and Date :

Registration No. of Agency with the Board :

Serial Number	Number and Address of the Principal Employer	Location of Security Guards deployed	Name and Category of the Guards
(1)	(2)	(3)	(4)

Authorised Signatory,
(Name and Designation).

FORM 'B'

Half Yearly Return to be submitted by Security Guards Agency

Period of Return : January to June/

Date :

July to December.

Name and Address of the Agency :

Notification No. and Date :

Registration No. of Agency with the Board :

Serial No.	Name and Address of Principal Employer	Total No. of Security Guards engaged Categorywise	No. of Security Guards who have left the Security Guards Agency Categorywise	Number of Security Guards Newly Recruited Categorywise
(1)	(2)	(3)	(4)	(5)

Authorised Signatory,
(Name and Designation).

FORM 'C'

Statement to be submitted to the Security Guards Board regarding disbursement of wages.

Disbursement of wages for the month of :

Name and Address of the Principal Employer :

Name of the Bank (Branch and Address) :

Serial No. (1)	Name of the Security Guard (2)	No. and Date of the Cheque (3)	Amount (4)
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Authorised Signatory,

(Name and Designation).

FORM 'D'

Annual Return to be submitted by Security Guards Agency

Period of Annual Return :

Date :

Name and Address of the Agency :

Notification No. and Date :

Registration No. of Agency with the Board :

Serial No. (1)	Months (April to March) (2)	Total No. of Security Guard engaged (3)	Total Wages Paid to the Security Guard (4)	The Wages on which the P.F. Contribution is deducted (5)	3% Levy Submitted to the Board (6)
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Authorised Signatory,
(Name and Designation).

By order and in the name of the Governor of Maharashtra,

N. D. THORVE,
Section Officer.

१०७

मंगळवार, मार्च ४, २०१४/फाल्गुन १३, शके १९३५

उद्योग, ऊर्जा व कामगार विभाग

हुतात्मा राजगुरु चौक, मदाम कामा रोड, मंत्रालय,
मुंबई ४०० ०३२, दिनांक ४ मार्च २०१४

अधिसूचना

महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) अधिनियम, १९८१.

क्रमांक एसजीए. २०१४/प्र.क्र. १३५/काम-५.—ज्याअर्थी, ज्यांची नावे यासोबत जोडलेल्या अनुसूची-एक च्या स्तंभ (२) मध्ये नमूद केलेली आहेत अशा विवक्षित सुरक्षा रक्षकांना (यात यापुढे ज्यांचा उल्लेख “ उक्त सुरक्षा रक्षक ” असा करण्यात आला आहे), उक्त अनुसूची एक च्या स्तंभ (४) मध्ये नमूद केलेल्या मुख्य मालकांकडे कामावर ठेवलेले आहे अशा मे. राजहंस डिटेक्टिव्ह अँड इंडस्ट्रियल सिक्युरिटी सर्विसेस, लाला सेठ हाऊस, म्युनिसिपल ऑफिस समोर, माजीवाडा, ठाणे ४०० ६०१ (रायगड जिल्ह्याकरिता) व मालक श्री. अन्वर गुलाम फारुख शेख यांनी महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) अधिनियम, १९८१ (१९८१ चा महा. ५८) याच्या कलम २३ अन्वये, उक्त अधिनियमाच्या सर्व तरतुदी आणि महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) योजना, २००२ (यात यापुढे ज्याचा उल्लेख “ उक्त योजना ” असा करण्यात आला आहे) यांच्या अंमलबजावणीतून सूट मिळण्यासाठी अर्ज केला आहे ;

आणि ज्याअर्थी, सल्लागार समितीशी विचारविनिमय केल्यानंतर व उक्त सुरक्षा रक्षकांना मिळत असलेल्या लाभांची पडताळणी केल्यानंतर, त्यांना मिळत असणारे लाभ हे उक्त अधिनियमाद्वारे व त्या अधिनियमान्वये आणि उक्त योजनेद्वारे व तदन्वये तरतूद केलेल्या लाभांपेक्षा एकंदरीत पाहता कमी फायदेशीर नाहीत असे महाराष्ट्र शासनाचे मत झालेले आहे.

त्याअर्थी, आता, महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) अधिनियम, १९८१ याच्या कलम २३ अन्वये प्रदान केलेल्या अधिकारांचा वापर करून, महाराष्ट्र शासन याद्वारे उक्त अधिनियमाच्या व उक्त योजनेच्या सर्व तरतुदींच्या अंमलबजावणीतून उक्त खाजगी सुरक्षा रक्षकांना, यासोबत जोडलेल्या अनुसूची-दोन मध्ये विनिर्दिष्ट केलेल्या शर्तीच्या अधीन राहून, **राजपत्रात** ही अधिसूचना प्रसिद्ध केल्याच्या दिनांकापासून तीन वर्षांच्या कालावधीसाठी सूट देत आहे.

अनुसूची-१

अ.क्र. (१)	सुरक्षा रक्षकाचे नाव (२)	वर्ग (३)	मुख्य मालकाचे नाव व पत्ता (४)
१	राजेश गुणेधर सेंखीया	सुरक्षा रक्षक	मे. टेक्नोव्हा इमेजिंग सिस्टिम प्रा.लि., युनिट नं.२, रायगड.
२	प्रदिप अंकुश भाग्यवंत	सुरक्षा रक्षक	—”—
३	तानाजी गोपीनाथ भोईर	सुरक्षा रक्षक	—”—
४	बाळकृष्ण शंकर ठानगे	सुरक्षा रक्षक	—”—
५	अशोक विष्णु म्हात्रे	सुरक्षा रक्षक	मे. टेक्नोव्हा इमेजिंग सिस्टिम प्रा.लि., सी-२, रायगड.
६	कैलास नारायण प्रधान	सुरक्षा रक्षक	—”—
७	हेमंत मिनाराम चेटीया	सुरक्षा रक्षक	—”—
८	राजेश इबोतन सिंग	सुरक्षा रक्षक	—”—
९	अभिनंदन प्रदिप बोरा	सुरक्षा रक्षक	—”—
१०	गणेश श्रीधर घरत	सुरक्षा रक्षक	—”—
११	सुरेंद्र सिध्दार्थ गायकवाड	सुरक्षा रक्षक	मे. टेक्नोव्हा इमेजिंग सिस्टिम प्रा.लि., ई-१ व २, रायगड.
१२	निलाचंद्र ब्राजेश सिंग	सुरक्षा रक्षक	—”—
१३	योगेश नथुराम पाटील	सुरक्षा रक्षक	—”—
१४	राजु गोपाल घोस	सुरक्षा रक्षक	—”—
१५	घनाकांत गोविंद नाथ	सुरक्षा रक्षक	—”—
१६	विनोद रामेश्वर मिश्रा	सुरक्षा रक्षक	—”—
१७	राजेश अशोक मुखर्जी	सुरक्षा रक्षक	—”—
१८	सुब्रजित रघुनाथ बेंहेरा	सुरक्षा रक्षक	—”—
१९	मनोज कमल बोराह	सुरक्षा रक्षक	—”—
२०	किशोर नथुराम पाटील	सुरक्षा रक्षक	—”—
२१	अनिल किसन चंदन	सुरक्षा रक्षक	—”—
२२	रविंद्र रामनाथ बरमन	सुरक्षा रक्षक	—”—
२३	रमेश शामचंद्र पात्रा	सुरक्षा रक्षक	—”—
२४	अय्युब अमीन शेख	सुरक्षा रक्षक	मे.केलॉग्स इंडिया प्रा.लि., तळोजा, रायगड
२५	अवदेश मुक्तीनाथ तिवारी	सुरक्षा रक्षक	—”—
२६	वाल्मिकी बंदिश तिमपा	सुरक्षा रक्षक	—”—
२७	भगवान ज्ञानू मोहिते	सुरक्षा रक्षक	—”—
२८	भाऊ कारभारी बहाकर	सुरक्षा रक्षक	—”—
२९	नरेंद्र शंकरराव गायकवाड	सुरक्षा रक्षक	—”—
३०	ब्रिजबिहारी बाबुराम यादव	सुरक्षा रक्षक	—”—
३१	दिपक रघुनाथ हंडे	सुरक्षा रक्षक	—”—
३२	काशिनाथ शंकर ठाकुर	सुरक्षा रक्षक	—”—
३३	कुशल तरुण निगो	सुरक्षा रक्षक	—”—

अनुसूची-१-चालू

(१)	(२)	(३)	(४)
३४	महादेव अप्पाना कोळी	सुरक्षा रक्षक	—”—
३५	मंगेश चंद्रकांत खैरे	सुरक्षा रक्षक	—”—
३६	मुरलीधर वासुदेव भोईर	सुरक्षा रक्षक	—”—
३७	राजेश कंदु तेलंगे	सुरक्षा रक्षक	—”—
३८	राम गोपाल पवार	सुरक्षा रक्षक	—”—
३९	प्रेम काळुराम जाधव	सुरक्षा रक्षक	—”—
४०	संतोष बाळु डोंगरे	सुरक्षा रक्षक	—”—
४१	साजिद रशिद शेख	सुरक्षा रक्षक	—”—
४२	तुकाराम जलबाजी लोंढे	सुरक्षा रक्षक	—”—
४३	विजय गणु चाळके	सुरक्षा रक्षक	—”—
४४	विरेंद्र वसंत कोमुर्लेकर	सुरक्षा रक्षक	—”—
४५	विष्णु विठ्ठल शिंदे	सुरक्षा रक्षक	—”—
४६	दिलीप जोगेश कामसेना	सुरक्षा रक्षक	—”—
४७	दिनानाथ बाबू घरत	सुरक्षा रक्षक	—”—
४८	दिनेश रमेश चंद्रा	सुरक्षा रक्षक	—”—
४९	दुग्धेश्वर रामनारायण सिंग	सुरक्षा रक्षक	—”—
५०	गुलाब फारुख शेख	सुरक्षा रक्षक	—”—
५१	गणेश श्रीधर घरत	सुरक्षा रक्षक	—”—
५२	गौतम धर्मा जाधव	सुरक्षा रक्षक	—”—
५३	जगतचंद्रा गुरुगोपाल शर्मा	सुरक्षा रक्षक	—”—
५४	जगदिश रामकृष्णा जयकर	सुरक्षा रक्षक	—”—
५५	कैलास नारायण प्रधान	सुरक्षा रक्षक	—”—
५६	नामदेव रघुनाथ चव्हाण	सुरक्षा रक्षक	—”—
५७	नवनाथ चिंतामण राणे	सुरक्षा रक्षक	—”—
५८	प्रभाकर रामचंद्र पवार	सुरक्षा रक्षक	—”—
५९	प्रकाश शिवराम जाधव	सुरक्षा रक्षक	—”—
६०	प्रकाश धनाजी पाटील	सुरक्षा रक्षक	—”—
६१	प्रमोद रघुनाथ महाडीक	सुरक्षा रक्षक	—”—
६२	प्रशांत बापू मोरे	सुरक्षा रक्षक	—”—
६३	रघुनाथ सखाराम पितळे	सुरक्षा रक्षक	—”—
६४	महेंद्र सिताप राणा	सुरक्षा रक्षक	—”—
६५	राजेश गोविंद विरकर	सुरक्षा रक्षक	—”—
६६	संदिप सुक-या ठोंबरे	सुरक्षा रक्षक	—”—
६७	संतोष प्रभात निकाळे	सुरक्षा रक्षक	—”—
६८	शंकर महानंदा देवनाथ	सुरक्षा रक्षक	—”—

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अनुसूची-१-चालू

(१)	(२)	(३)	(४)
६९	शत्रुघ्न बळाराम पाटील	सुरक्षा रक्षक	—”—
७०	श्रीनिवास रामसुबय्या नायडु	सुरक्षा रक्षक	—”—
७१	सुरेश गोविंद गाडे	सुरक्षा रक्षक	—”—
७२	सुरेश हनुमंतराव राजे	सुरक्षा रक्षक	—”—
७३	तानाजी गोपीनाथ भोईर	सुरक्षा रक्षक	—”—
७४	विजय हरचिंद्र नार्वेकर	सुरक्षा रक्षक	—”—
७५	विकास शंकर मोहिते	सुरक्षा रक्षक	—”—
७६	विनोद आत्माराम भोईर	सुरक्षा रक्षक	—”—
७७	अच्युत तंक्शेवर बोहरा	सुरक्षा रक्षक	—”—
७८	अच्युत रामचंद्र दळवी	सुरक्षा रक्षक	—”—
७९	आनंदा सदाशिव शिंदे	सुरक्षा रक्षक	—”—
८०	अनंता रमण चौधरी	सुरक्षा रक्षक	—”—
८१	अनिल परशुराम पाटील	सुरक्षा रक्षक	—”—
८२	अशोक तुकाराम गायकवाड	सुरक्षा रक्षक	—”—
८३	अशोक हिराजी मोरे	सुरक्षा रक्षक	—”—
८४	बाळासाहेब दगडू चव्हाण	सुरक्षा रक्षक	—”—
८५	बाळकृष्ण शंकर ठाणगे	सुरक्षा रक्षक	—”—
८६	भरत बारकु पाटील	सुरक्षा रक्षक	—”—
८७	दादुल गांधी हजारीका	सुरक्षा रक्षक	—”—
८८	दत्ताराम नारायण शिंदे	सुरक्षा रक्षक	—”—
८९	अब्दुल नबीसाहब रजाक	सुरक्षा रक्षक	—”—
९०	अगस्टिन अल्फ्रेड फर्नांडिस	सुरक्षा रक्षक	—”—
९१	दिलीप मानतु गोवला	सुरक्षा रक्षक	—”—
९२	हनुमान कृष्णा राणे	सुरक्षा रक्षक	—”—
९३	हनुमंता हसेनअप्पा कयादगी	सुरक्षा रक्षक	—”—
९४	इकबाल नबिउल्ला कुरेशी	सुरक्षा रक्षक	—”—
९५	जिनंतु महेश्वर सायकीया	सुरक्षा रक्षक	—”—
९६	महेंद्र रामचंद्र जाधव	सुरक्षा रक्षक	—”—
९७	मानस तपन हलदार	सुरक्षा रक्षक	—”—
९८	मनसुद अब्दुल अन्सारी	सुरक्षा रक्षक	—”—
९९	निलेश शशिकांत धुमाळ	सुरक्षा रक्षक	—”—
१००	प्रदिप चित्तरंजल मिश्रा	सुरक्षा रक्षक	—”—
१०१	राकेश कुमार	सुरक्षा रक्षक	—”—
१०२	रणजित अशोक मुखर्जी	सुरक्षा रक्षक	—”—
१०३	सुरेश बाबुराव मंगरे	सुरक्षा रक्षक	—”—

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टीप.—महाराष्ट्र शासन या सुरक्षा रक्षकांबाबत कोणत्याही प्रकारची हमी घेत नाही. मुख्य मालक स्वतःच्या जबाबदारीवर सुरक्षा रक्षकांना कामे देऊ शकतात.

अनुसूची-२

मालक एजन्सीने व मुख्य मालकांनी पाळावयाच्या शर्ती

१. **पोलीस तपासणी.**— सुरक्षा रक्षकांच्या तसेच एजन्सीच्या मालकांच्या पूर्वइतिहासाबाबत पोलीस पडताळणी दाखला तसेच एजन्सीकडे केंद्र शासनाच्या खाजगी सुरक्षा एजन्सी (नियमन) कायदा, २००५ अंतर्गत परवाना असणे आवश्यक असेल.

२. **प्रशिक्षण.**— सुरक्षा रक्षकांना नियुक्त करण्यापूर्वी पुरेसे प्रशिक्षण देणे आवश्यक असेल.

३. **शैक्षणिक, शारीरिक आणि इतर पात्रता.**— सुरक्षा रक्षकांची शैक्षणिक व शारीरिक पात्रता पुढीलप्रमाणे असेल :—

किमान शैक्षणिक पात्रता.— इयत्ता ८ वी उत्तीर्ण.

शारीरिक पात्रता.— (अ) (१) उंची - १६२ सें.मी.

(२) वजन - ५० किलो

(३) छाती - न फुगवता - ७९ सें.मी.

फुगवून - ८४ सें.मी.

(४) नजर - दृष्टी चष्मा असल्यास नंबर जास्त नसावा.

(ब) आदिवासी उमेदवारांना उंचीमध्ये ५ सें.मी. व छातीमध्ये २ सें.मी. ची सवलत देण्यात यावी.

४. **लाभ.**— सुरक्षा रक्षकांना पुढील लाभ मिळतील :—

(अ) गणवेश प्रत्येक वर्षाला २ जोड.

(ब) चामडी बूट प्रत्येक वर्षात १ जोड.

(क) पावसाळी व हिवाळी गणवेश— (२ वर्षांतून एकदा) रेनकोट, ट्राऊझर, टोपी, वूलन कोट व पॅट.

५. **वेतन व इतर कायदेशीर सवलती.**— सूट दिलेल्या सुरक्षा रक्षकाने राष्ट्रीयीकृत बँकेमध्ये आपले खाते उघडावे व मालक एजन्सीने मुख्य मालकाकडे तैनात केलेल्या सुरक्षा रक्षकांच्या देय वेतनाच्या रकमेइतका रेखांकित धनादेश ७ तारखेपर्यंत वैयक्तिकरित्या सुरक्षा रक्षकास द्यावा. सुरक्षा रक्षकास दिलेल्या वेतनाबाबतचे सविस्तर तपशील नमुना “ क ” मधील विवरणपत्रामध्ये भरून सुरक्षा रक्षक मंडळास दर महिन्याच्या १० तारखेपर्यंत पाठवावे. मालक एजन्सीने खाली दर्शविल्याप्रमाणे लाभ सुरक्षा रक्षकांना द्यावेत :—

सानुग्रह अनुदान : वेतनाच्या १० टक्के

उपदान : वेतनाच्या ४ टक्के

भरपगारी रजा : वेतनाच्या ६ टक्के

भरपगारी सुट्टी : वेतनाच्या १ टक्का

सुरक्षा रक्षकांना लागू असलेल्या भविष्यनिर्वाह निधी व कामगार राज्य विमा योजना यांच्या वजाती मालक एजन्सीने परस्पर संबंधित प्राधिकरणाकडे जमा कराव्यात आणि त्यांचे चलन माहितीसाठी मंडळास सादर करावे. मालक एजन्सीने भरणा केलेल्या भविष्यनिर्वाह निधी व कामगार राज्य विमा योजनेच्या वजातीबाबतच्या पावत्या/चलन सुरक्षा रक्षकांना नियमितपणे देऊन त्या संदर्भातील एकत्रित तपशील शासनास, कामगार आयुक्त कार्यालयास व सुरक्षा रक्षक मंडळास प्रत्येक ६ महिन्यांनी सादर करावा, असे न केल्यास मालक एजन्सीला जबाबदार धरून दिलेली सूट रद्द करण्यात येईल.

६. **अतिकालिक भत्ता.**— सुरक्षा रक्षकांना मिळणारा अतिकालिक भत्ता हा मंडळाने नोंदीत सुरक्षा रक्षकांसाठी निश्चित केलेल्या वेतन दराच्या दुप्पट दरपेक्षा कमी नसावा, याबाबत संबंधित मुख्य मालकाची अंतिम जबाबदारी राहिल.

सुरक्षा रक्षकांना देय वेतन व लाभ देणे मुख्य मालकांची जबाबदारी असून मुख्य मालकाने त्यांच्याकडे तैनात करण्यात आलेल्या सुरक्षा रक्षकांना अधिनियम आणि योजनेतील तरतुदीनुसार वेतन व लाभ मिळत आहेत याची खात्री करून घेणे बंधनकारक असेल.

७. **विवरणपत्र सादर करणे.**— (अ) **त्रैमासिक विवरणपत्र.**—मालक एजन्सीजने सुरक्षा रक्षकांच्या नियुक्तीबाबतचे त्रैमासिक विवरणपत्र प्रत्येक त्रैमासिकाच्या (जानेवारी, एप्रिल, जुलै व ऑक्टोबर महिन्याच्या) पहिल्या आठवड्यात सोबत जोडलेल्या नमुना “ अ ” मध्ये शासन, कामगार आयुक्त आणि सुरक्षा रक्षक मंडळास सादर करावे.

(ब) **सहामाही विवरणपत्र.**— (१) नियुक्त केलेल्या, नोकरी सोडून गेलेल्या आणि नव्याने भरती केलेल्या सुरक्षा रक्षकांबाबतचे विवरणपत्र दर ६ महिन्यांनी सोबत जोडलेल्या नमुना “ ब ” मध्ये शासन, कामगार आयुक्त आणि सुरक्षा रक्षक मंडळ यांना एजन्सीने सादर करावे.

(२) भविष्यनिर्वाह निधी व राज्य कामगार विमा योजनेची वर्गणी एजन्सीने नियमित भरून संबंधित सुरक्षा रक्षकांना त्यासंबंधी वेळोवेळी पावत्या द्याव्यात व दर सहा महिन्यात तसे केल्याबाबतचा अहवाल शासनास, कामगार आयुक्त व सुरक्षा रक्षक मंडळास द्यावा.

(३) यापूर्वीच्या भविष्यनिर्वाह निधीच्या रकमा व राज्य कामगार विमा योजनेची वर्गणी भरल्याबाबतचा पुरावा शासनाकडे सदर अधिसूचना निर्गमित झाल्यापासून तीन महिन्यांच्या आत सादर करावा. अन्यथा संबंधित सुरक्षा रक्षकांना देण्यात आलेली सूट रद्द करण्यात येईल.

(क) **वार्षिक विवरणपत्र.**— प्रत्येक मालक एजन्सीने, सनदी लेखापाल यांनी प्रमाणित केलेले वार्षिक विवरणपत्र सोबत जोडलेल्या नमुना “ ड ” मध्ये दरवर्षी ३० जून पर्यंत शासनास तसेच मंडळास सादर करावे. ज्यात एजन्सीने भरलेला आयकर, सुरक्षा रक्षकांचा जमा केलेला भविष्य निर्वाह निधी व कामगार राज्य विमा याबाबतच्या चलनाच्या प्रती व इतर तपशील असेल.

८. **एजन्सीची व सूट प्राप्त सुरक्षा रक्षकांची मंडळाकडे नोंदणी.**— अधिसूचनेच्या दिनांकापासून एक महिन्याच्या कालावधीत उक्त मंडळाकडे महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) योजना, २००२ च्या खंड १३(२) व १४(३) मधील तरतुदीनुसार एजन्सीने स्वतःची मालक म्हणून आणि त्यांच्याकडील सूट प्राप्त सुरक्षा रक्षकांची विहित नमुन्यातील अर्ज व शुल्क भरून मंडळात नोंदणी करून घ्यावी.

९. **एजन्सीच्या मुख्य मालकांची मंडळाकडे नोंदणी.**— सूट प्राप्त सुरक्षा रक्षकांच्या एजन्सीमार्फत सुरक्षा रक्षक नियुक्त करणाऱ्या मुख्य मालकाने अधिसूचनेच्या दिनांकापासून १५ दिवसांचे आत योजनेच्या खंड १३(१)(अ) अन्वये स्वतःची मंडळात विहित नमुन्यातील अर्ज व शुल्क भरून नोंदणी करून घ्यावी.

१०. **नोंदणी शुल्क.**— एजन्सीने तसेच सूट प्राप्त सुरक्षा रक्षकाने मंडळाकडे नोंदणी करतेवेळी महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) योजना, २००२ च्या खंड १७ मधील तरतुदीनुसार मंडळाकडे विहित कालावधीत आवश्यक ते नोंदणी शुल्क भरले पाहिजे.

११. **नोंदणीकृत कार्यालय.**— एजन्सीचे नोंदणीकृत कार्यालय असावे आणि त्याबाबतची माहिती एजन्सीने शासन, कामगार आयुक्त व मंडळास द्यावी. नोंदणीकृत कार्यालयाचा पत्ता बदलल्यास अथवा एजन्सीच्या नावात बदल झाल्यास १५ दिवसांचे आत बदलाबाबतच्या आवश्यक त्या कागदोपत्री पुराव्यासह शासनास व मंडळास कळवावे, जेणेकरून शासन सुधारित अधिसूचना जारी करील. सुधारित अधिसूचना जारी झाल्यानंतर मंडळ झालेल्या बदलांची नोंद घेईल.

१२. **सुरक्षा रक्षकांची नियुक्ती.**— उक्त मंडळाकडे ज्या मुख्य मालकांची नोंदणी झाली आहे आणि/किंवा जे उक्त मुख्य मालक मंडळाच्या सुरक्षा रक्षकांच्या सेवेचा लाभ घेत आहेत अशा मुख्य मालकांकडे एजन्सी त्यांचेकडील सुरक्षा रक्षक नेमणार नाही. अशाप्रकारे सुरक्षा रक्षक नेमल्यास मालक एजन्सीला जबाबदार धरून दिलेली सूट रद्द करण्यात येईल.

१३. **ओळखपत्र व हजेरी कार्ड देणे.**— खाजगी सुरक्षा रक्षक एजन्सी त्यांचेकडील सुरक्षा रक्षकांना व अधिकाऱ्यांना नियुक्त केल्यापासून ३० दिवसांच्या आत ओळखपत्र व हजेरीकार्ड देईल.

१४. **कायदेशीर देणी अदा करणे.**— सुरक्षा रक्षक ज्यावेळी एजन्सीची नोकरी सोडतील, त्यावेळी त्यांना देय असलेली सर्व कायदेशीर देणी (उपदान व इतर कायदेशीर देणी) एजन्सीने अदा करून त्याबाबत झालेल्या व्यवहारांच्या प्रती मंडळाकडे सादर करणे एजन्सीला बंधनकारक राहील.

१५. **एकावेळी एकाच मुख्य मालकाकडे नोकरी.**— सुरक्षा रक्षक एकावेळी एकापेक्षा अधिक मुख्य मालकाकडे काम करणार नाही. याबाबत प्रत्येक सुरक्षा रक्षक एजन्सीने खात्री करून घेतली पाहिजे.

१६. **एखाद्या सुरक्षा रक्षकास त्याच्या निवासस्थानापासून ५० कि.मी. पेक्षा अधिक अंतरावर काम करण्यासाठी पाठविल्यास मालक एजन्सीने त्याच्या एकूण वेतनाच्या २० टक्के रक्कम त्याला भत्ता म्हणून द्यावी.**

१७. **सुरक्षा रक्षकांच्या फायद्यांसंदर्भात शासनाने किंवा मंडळाने भविष्यकाळात घातलेल्या अटी व शर्तीचे पालन करणे एजन्सीला, तसेच मुख्य मालकाला बंधनकारक राहील.**

१८. मालक एजन्सीने त्यांच्या सुरक्षा रक्षकांना सूट प्राप्त झाल्यानंतर, सुरक्षा रक्षकांच्या वेतनाच्या ३ टक्के एवढी लेव्ही दरमहा १० तारखेपर्यंत मंडळास देय राहिल. सदर लेव्ही अधिसूचना निर्गमित झाल्याच्या दिनांकापासून १ महिन्याच्या आत मंडळाकडे जमा करणे अनिवार्य राहिल.

मंडळाने विनिर्दिष्ट केलेल्या कालमर्यादेत लेव्हीची रक्कम भरण्यात जे नियोक्ता अभिकरण सातत्याने कसूर करील ते नियोक्ता अभिकरण मंडळाने भरणा करण्यास निर्धारित केलेल्या रकमेच्या १० टक्केहून अधिक असणार नाही इतका अधिभार दंडाच्या रुपाने मंडळाकडे भरील.

१९. मालक एजन्सीमार्फत सुरक्षा रक्षक नियुक्त करणाऱ्या मुख्य मालकाने करार संपुष्टात आल्यानंतर वा इतर कोणत्याही कारणामुळे सुरक्षा रक्षकांची सेवा घेणे बंद केले असल्यास सेवा खंडीत केल्याच्या दिनांकापासून ७ दिवसांच्या आत अशा मुख्य मालकाची व तेथून कमी केलेल्या सुरक्षा रक्षकांची नावे व तपशील मालक एजन्सी मंडळास सादर करील. अशा मुख्य मालकाची अधिसूचनेनुसार घेतलेली मंडळातील नोंदणी रद्द होईल. तसेच मालक एजन्सीकडून नोकरी सोडून गेलेल्या सुरक्षा रक्षकांची नावे व तपशील मालक एजन्सी मंडळास व नजीकच्या पोलीस ठाण्यास ७ दिवसांच्या आत सादर करील. अशाप्रकारे नोकरी सोडून गेलेल्या सुरक्षा रक्षकांची नोंदणी मंडळ रद्द करील.

२०. मुख्य मालकाकडून सुरक्षा रक्षकांच्या कामाच्या मोबदल्यापोटी एजन्सीकडे जमा होणाऱ्या रकमेपैकी, मंडळाने सुरक्षा रक्षकांच्या वेतनापोटी निश्चित केलेली रक्कम तसेच सर्व वैधानिक रकमा जसे भविष्य निर्वाह निधी, कामगार राज्य विमा योजना, बोनस प्रदान, राजा वेतन, राष्ट्रीय सुट्ट्यांचे वेतन यासाठी विनियमित केले जाईल, निदान इतकी रक्कम किंवा मुख्य मालकाने एजन्सीला अदा केलेल्या रकमेच्या ५६ टक्के इतकी रक्कम किंवा यापैकी जी अधिक असेल ती सुरक्षा रक्षक एजन्सीनी सुरक्षा रक्षकांना अदा करणे आवश्यक आहे.

२१. सुरक्षा रक्षकांना साप्ताहिक सुट्टी उपभोगण्याकरिता कार्यमुक्त करणाऱ्या सुरक्षा रक्षकांचे वेतन मुख्य मालक एजन्सीला अदा करील. हे वेतन यथा प्रमाण पद्धतीवर आधारित असेल व ही रक्कम मूळ वेतनाच्या १०% अथवा जी अधिक असेल इतकी असेल.

२२. सुरक्षा रक्षक मंडळामध्ये जमा करावयाची लेव्ही, सुरक्षा रक्षकांच्या प्रशिक्षणासाठीचा खर्च, देखरेखीवरील खर्च, तसेच एजन्सीचा प्रशासकीय खर्च व नफा या सर्व गोष्टींचा खर्च हा मुख्य मालकाने एजन्सीकडे जमा केलेल्या एकूण रकमेच्या ३०% रकमेपेक्षा जास्त नसावा.

२३. उपरोक्त अनिवार्य लादलेल्या खर्चावर नियमानुसार सेवाकर आकारला जाईल व सेवाकर त्या त्या वेळी अंमलात असलेल्या दरानुसार असेल.

२४. या व्यतिरिक्त सुरक्षा रक्षकांना गणवेश दिला जाईल व त्यासाठी ४% रक्कम दरवर्षी राखीव ठेवण्यात येईल.

२५. सुरक्षा रक्षकांना त्यांचे वेतन पुढील महिन्याच्या सात तारखेपर्यंत देण्यात यावे.

वरीलपैकी कोणत्याही शर्तीचे मालक एजन्सीने उल्लंघन केल्यास त्यांना देण्यात आलेली सूट रद्द करण्यात येईल किंवा काढून टाकण्यात येईल.

अटी, शर्ती व नियमांचे तंतोतंत पालन होण्याबाबतची जबाबदारी मुख्य मालकाची असेल. अधिसूचनेतील तरतुदीनुसार सुरक्षा रक्षकांना एजन्सीने फायदे दिले नसल्यास सूट प्राप्त सुरक्षा रक्षकांना सदर फायदे देण्याची जबाबदारी मुख्य मालकाची असेल.

नमुना “ अ ”

सुरक्षा रक्षक एजन्सीने सादर करावयाचे त्रैमासिक विवरणपत्र

महिन्यांचे त्रैमासिक विवरणपत्र :

दिनांक :

जानेवारी-मार्च,

एप्रिल-जून,

जुलै-सप्टेंबर,

ऑक्टोबर-डिसेंबर.

एजन्सीचे नाव व पत्ता :

अधिसूचना क्रमांक व दिनांक :

एजन्सीचा मंडळातील नोंदणी क्रमांक :

अनु- क्रमांक (१)	मुख्य मालकाचे नाव व पत्ता (२)	सुरक्षा रक्षकांच्या नियुक्तीचे ठिकाण (३)	सुरक्षा रक्षकांचे नाव व वर्ग (४)
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प्राधिकृत स्वाक्षरीकर्ता,
(नाव व हुद्दा).

नमुना “ ब ”

सुरक्षा रक्षक एजन्सीने सादर करावयाचे सहामाही विवरणपत्र

विवरणपत्राचा कालावधी : जानेवारी ते जून/जुलै ते डिसेंबर

दिनांक :

एजन्सीचे नाव व पत्ता :

अधिसूचना क्रमांक व दिनांक :

एजन्सीचा मंडळातील नोंदणी क्रमांक :

अ. क्र.	मुख्य मालकाचे नाव व पत्ता	नियुक्त केलेल्या सुरक्षा रक्षकांची वर्गनिहाय एकूण संख्या	सुरक्षा रक्षक एजन्सी सोडून गेलेल्या सुरक्षा रक्षकांची वर्गनिहाय संख्या	नव्याने भरती झालेल्या सुरक्षा रक्षकांची वर्गनिहाय संख्या
(१)	(२)	(३)	(४)	(५)

प्राधिकृत स्वाक्षरीकर्ता,
(नाव व हुद्दा).

नमुना “ क ”

एजन्सीने वेतन प्रदानाबाबत सुरक्षा रक्षक मंडळास सादर करावयाचे विवरणपत्र

वेतन प्रदानाचा महिना :

मुख्य मालकाचे नाव व पत्ता :

बँकेचे नाव (शाखा व पत्ता) :

अनु- क्रमांक	सुरक्षा रक्षकाचे नाव	धनादेश क्रमांक व दिनांक	रक्कम
(१)	(२)	(३)	(४)

प्राधिकृत स्वाक्षरीकर्ता,
(नाव व हुद्दा).

नमुना “ ड ”

सुरक्षा रक्षक एजन्सीने सादर करावयाचे वार्षिक विवरणपत्र

वार्षिक विवरणपत्राचे आर्थिक वर्ष :

दिनांक :

एजन्सीचे नाव व पत्ता :

अधिसूचना क्रमांक व दिनांक :

एजन्सीचा मंडळातील नोंदणी क्रमांक :

अ. क्र.	महिने (एप्रिल ते मार्च)	नियुक्त केलेल्या सुरक्षा रक्षकांची संख्या	सुरक्षा रक्षकांना अदा केलेले एकूण वेतन	भविष्य निर्वाह निधी ज्यावर कपात केली आहे असे वेतन	मंडळाकडे जमा केलेली ३ टक्के लेव्ही रक्कम
(१)	(२)	(३)	(४)	(५)	(६)

प्राधिकृत स्वाक्षरीकर्ता,

(नाव व हुद्दा).

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,

ना. द. थोरवे,

कार्यासन अधिकारी.

In pursuance of Clause (3) of Article 348 of the Constitution of India, the following translation in English of the Government Notification, Industries, Energy and Labour Department, No. SGA. 2014/C.R. 135/LAB-5, dated 4th March 2014 is hereby published under the authority of the Governor.

By order and in the name of the Governor of Maharashtra,

A. G. ASWALE,
Joint Secretary to Government.

INDUSTRIES, ENERGY AND LABOUR DEPARTMENT

Mantralaya, Mumbai 400 032, dated the 4th March 2014

NOTIFICATION

MAHARASHTRA PRIVATE SECURITY GUARDS (REGULATION OF EMPLOYMENT AND WELFARE) ACT, 1981.

No. SGA. 2014/C.R. 135/Lab-5.— Whereas, certain Security Guards whose names are mentioned in column (2) of Schedule I appended hereto (hereinafter referred to as “ the said Security Guards ”) employed with the Principal Employer mentioned in Column (4) of the said Schedule I, employed by M/s. Rajhans Detective and Industrial Security Services, Lala Seth House, Opp. Municipal Office, Majiwada, Thane 400 601 (Raigad Dist.) and owner Shri Anwar Gulam Farukh Shaikh have applied for grant of exemption, under Section 23 of the Maharashtra Private Security Guards (Regulation of Employment and Welfare) Act, 1981 (Mah. LVIII of 1981) from the operation of all provisions of the said Act and the Maharashtra Private Security Guards (Regulation of Employment and Welfare) Scheme, 2002 (hereinafter referred to as “ the said Scheme ”) ;

And Whereas, the Government of Maharashtra, after consultation with the Advisory Committee and after verification of the benefits enjoyed by the said Security Guards is of the opinion that they are in enjoyment of benefits, which are on the whole not less favourable to them than the benefits provided by and under the said Act and the said Scheme.

Now, therefore, in exercise of powers conferred by Section 23 of the Maharashtra Private Security Guards (Regulation of Employment and Welfare) Act, 1981, the Government of Maharashtra hereby exempts the said Security Guards from operations of all provisions of the said Act and the said Scheme, for a period of three years from the date of publication this notification in *Official Gazette*, subject to conditions specified in Schedule II appended hereto.

Schedule-I

Sr. No.	Name of Security Guards	Class	Name and address of Principal Employer
(1)	(2)	(3)	(4)
1	Rajesh Gunedhar Saikia	Security Guard	M/s. Techonova Imaging System Pvt. Ltd. Unit II. Taloja-Raigad.
2	Pradeep Ankush Bhagyawant	Security Guard	—”—
3	Tanaji Gopinath Bhoir	Security Guard	—”—
4	Balkrishna Shankar Thange	Security Guard	—”—
5	Ashok Vishnu Mhatre	Security Guard	—”—

Schedule-I—Contd.

(1)	(2)	(3)	(4)
6	Kailas Narayan Pradhan	Security Guard	M/s. Technova Imaging System Pvt. Ltd. C2, Taloja-Raigad
7	Hemant Minaram Chettia	Security Guard	—”—
8	Rajesh Ibotan Singh	Security Guard	—”—
9	Abhinandan Pradeep Borah	Security Guard	—”—
10	Ganesh Shridhar Gharat	Security Guard	—”—
11	Surendra Siddharth Gaikwad	Security Guard	M/s. Technova Imaging System Pvt.Ltd., E1/E2, Taloja-Raigad.
12	Neelachandra Brijesh Singh	Security Guard	—”—
13	Yogesh Nathuram Patil	Security Guard	—”—
14	Raju Gopal Ghosh	Security Guard	—”—
15	Ghanakant Govind Nath	Security Guard	—”—
16	Vinod Rameshwar Mishra	Security Guard	—”—
17	Rajesh Ashok Mukherjee	Security Guard	—”—
18	Subrajit Raghunath Behera	Security Guard	—”—
19	Manoj Kamal Bohra	Security Guard	—”—
20	Kishor Nathuram Patil	Security Guard	—”—
21	Anil Kisan Chandan	Security Guard	—”—
22	Ravindra Ramnath Berman	Security Guard	—”—
23	Ramesh Shyamchandra Patra	Security Guard	—”—
24	Ayub Amin Shaikh	Security Guard	M/s. Kellogg's India Pvt.Ltd, Taloja-Raigad.
25	Avdhesh Muktinath Tiwari	Security Guard	—”—
26	Walmiki Bandish Timappa	Security Guard	—”—
27	Bhagwan Dnyanu Mohite	Security Guard	—”—
28	Bhau Karbhari Lahakar	Security Guard	—”—
29	Narendra Shankarrao Gaikwad	Security Guard	—”—
30	Brijbihari Baburam Yadav	Security Guard	—”—
31	Deepak Raghunath Hande	Security Guard	—”—
32	Kashinath Shankar Thakur	Security Guard	—”—
33	Kushal Tarun Neogo	Security Guard	—”—
34	Mahadev Apanna Koli	Security Guard	—”—
35	Mangesh Chandrakant Khaire	Security Guard	—”—
36	Murlidhar Vasudev Bhoir	Security Guard	—”—
37	Rajesh Kandru Telange	Security Guard	—”—
38	Ram Gopal Pawar	Security Guard	—”—
39	Prem Kaluram Jadhav	Security Guard	—”—
40	Santhosh Balu Dongre	Security Guard	—”—
41	Sajid Rashid Shaikh	Security Guard	—”—
42	Tukaram Jalbaji Londhe	Security Guard	—”—
43	Vijay Ganu Chalke	Security Guard	—”—
44	Virendra Vasant Komurlekar	Security Guard	—”—
45	Vishnu Vitthal Shinde	Security Guard	—”—

Schedule-I—Contd.

(1)	(2)	(3)	(4)
46	Dilip Yogesh Kamsena	Security Guard	M/s. Owence Corning (I) Pvt.Ltd., T-28, MIDC, Taloja-Rigad.
47	Dinanath Babu Gharat	Security Guard	—”—
48	Dinesh Ramesh Chandra	Security Guard	—”—
49	Dughdeshwar Ramnarayan Singh	Security Guard	—”—
50	Gulab Farooq Shaikh	Security Guard	—”—
51	Ganesh Shridhar Gharat	Security Guard	—”—
52	Gautam Dharma Jadhav	Security Guard	—”—
53	Jagatchandra Gurugopal Sharma	Security Guard	—”—
54	Jagdish Ramkrishna Jaikar	Security Guard	—”—
55	Kailash Narayan Pradhan	Security Guard	—”—
56	Namdev Raghunath Chavan	Security Guard	—”—
57	Navnath Chintaman Rane	Security Guard	—”—
58	Prabhakar Ramchandra Pawar	Security Guard	—”—
59	Prakash Shivram Jadhav	Security Guard	—”—
60	Prakash Dhanaji Patil	Security Guard	—”—
61	Pramod Raghunath Mahadik	Security Guard	—”—
62	Prashant Bapu More	Security Guard	—”—
63	Raghunath Sakharam Pitale	Security Guard	—”—
64	Mahendra Sitap Rana	Security Guard	—”—
65	Rajesh Govind Virkar	Security Guard	—”—
66	Sandeep Sukrya Thombre	Security Guard	—”—
67	Santosh Prabhat Nikale	Security Guard	—”—
68	Shankar Mahananda Devnath	Security Guard	—”—
69	Shatrughan Balaram Patil	Security Guard	—”—
70	Shrinivas Ramsubaiya Naidu	Security Guard	—”—
71	Suresh Govind Gade	Security Guard	—”—
72	Suresh Hanumantrao Raje	Security Guard	—”—
73	Tanaji Gopinath Bhoir	Security Guard	—”—
74	Vijay Harishchandra Narvekar	Security Guard	—”—
75	Vikas Shankar Mohite	Security Guard	—”—
76	Vinod Aatmaram Bhoir	Security Guard	—”—
77	Achut Tankeshwar Bohra	Security Guard	—”—
78	Achut Ramchandra Dalvi	Security Guard	—”—
79	Ananda Sadashiv Shinde	Security Guard	—”—
80	Ananta Raman Chaudhari	Security Guard	—”—
81	Anil Parshuram Patil	Security Guard	—”—
82	Ashok Tukaram Gaikwad	Security Guard	—”—
83	Ashok Hiraji More	Security Guard	—”—
84	Balasaheb Dagdu Chawan	Security Guard	—”—
85	Balkrishna Shankar Thange	Security Guard	—”—
86	Bharat Barku Patil	Security Guard	—”—
87	Dadul Gandhi Hazarika	Security Guard	—”—
88	Dattram Narayan Shinde	Security Guard	—”—

Schedule-I—Contd.

(1)	(2)	(3)	(4)
89	Abdul Nabisab Razzaq	Security Guard	M/s. Omya (I) Pvt.Ltd., MIDC, Taloja, Raigad.
90	Augstine Alfred Fernandis	Security Guard	—”—
91	Dilip Manatu Gowla	Security Guard	—”—
92	Hanuman Krishna Rane	Security Guard	—”—
93	Hanumanta Appa Kyatgi	Security Guard	—”—
94	Iqbal Nabiulla Qureshi	Security Guard	—”—
95	Jintu Maheshwar Saikia	Security Guard	—”—
96	Mahendra Ramchandra Jadhav	Security Guard	—”—
97	Manas Tapan Halder	Security Guard	—”—
98	Mansood Abdul Ansari	Security Guard	—”—
99	Nilesh Shashikant Dhumal	Security Guard	—”—
100	Pradeep Chittaranjan Mishra	Security Guard	—”—
101	Rakesh Kumar	Security Guard	—”—
102	Ranjeet Ashok Mukharjee	Security Guard	—”—
103	Suresh Baburao Magre	Security Guard	—”—

Note.—Government of Maharashtra does not take guarantee of any sort as regards to Security Guards. Principal Employers can employ these Private Security Guards at their own risk.

Schedule-II

Conditions to be followed by the Employer Agency and Principal Employer

1. *Police Verification.*—Police Verification Certificates regarding antecedent of the guards as well as the employer of such guard is necessary. Licence under the Private Security Agency (Regulation) Act, 2005 is also compulsory on the part of Employer Agency.

2. *Training.*—Adequate training shall be imparted to the Security Guards before they are deployed.

3. *Educational Qualifications, Physical Fitness and other requirements.*—Educational, physical and other requirements for the Security Guards shall be as follows :—

Minimum Education Qualification : 8th Standard Passed.

Physical Requirements : (A) (1) Height — 162 c.m.

(2) Weight — 50 kg.

(3) Chest — 79 c.m. (Without Expansion) and 84 c.m. (On Expansion).

(4) Sight — If wearing glasses, the glass should not have excess number.

(B) In case of tribal candidates, there will relaxation of 5 c.m. in height and 2 c.m. in chest.

4. *Benefits.*—Benefits for Security Guards shall be as follows :—

(a) *Uniform* : Two pairs in a year.

(b) *Shoes* : One pair of leather shoes in a year.

(c) *Rainy and Winter Uniform* : (Once in two years) Raincoat, Trousers and Cap, Woollen Coat and Pant.

5. *Wages and other statutory Benefits.*—Exempted Security Guard shall open his account in a Nationalised Bank and agency shall give crossed cheque to each Security Guard equivalent to his earned wages by 7th of every month. Statement showing details of wages paid in Form “C” shall be submitted to the Security Guards Board by 10th of every month.

The Agency shall give the following benefits to the Security Guards :—

<i>Ex-Gratia</i>	:	10% of wages
Gratuity	:	4% of wages
Leave with wages	:	6% of wages
Paid Holidays	:	1% of wages.

Contribution to be deposited with the Competent Authorities in respect of various statues such as Provident Fund, E.S.I. etc. applicable to the Principal Employer, shall be deposited by the Agency with such authority and challan thereof be submitted to the Board for information. The Security Guards Agency should give regular receipt to the Guard and submit a consolidated report of the abovesaid transactions to the Government, the Commissioner of Labour and the Security Guards Board every six months. In case of default, the Agency shall be held responsible and shall be liable for cancellation of exemption.

6. *Overtime Allowance.*—Overtime Allowance should not be less than double the rates of wages existing at that time on the analogy of the Security Guards deployed by the Security Guards Board. The ultimate responsibility in this respect lies on the concerned Principal Employer.

It is the responsibility of the Principal Employer to pay wages and provide benefits to the Security Guards. The Principal Employer, in turn, shall ensure that the guards deployed at his establishment are getting wages and benefits not less favourable than those available under the Scheme.

7. *Filling of Returns*—(a) *Quarterly Return.*—Agency to submit quarterly return to the Government, the Commissioner of Labour and Board in the first week of first month of the quarter (January, April, July and October) in respect of employment of Security Guards in Form ‘A’ appended hereto.

(b) *Half Yearly Return.*—(1) Half Yearly Return in Form ‘B’ appended hereto shall be submitted by the Agency in respect of Guards engaged, who have left and newly recruited to the Government, the Commissioner of Labour and Board.

(2) The Security Guard Agency should make regular contribution of employees’ Provident Fund and ESIC of the concerned Security Guards and give regular Receipts to the guard and submit a consolidated report of the above said transaction to the Government, the Commissioner of Labour and the Security Guards Board every six months.

(3) The Security Guard Agency should submit proof of the previous contributions of employees’ Provident Fund and ESIC within a period of three months from the date of publication of this Notification to the Government. Otherwise, the exemption given to the concerned Security Guards will be cancelled.

(c) *Annual Return.*—Every Agency shall submit at Annual Return of Income Tax, P.F., E.S.I. duly certified by Chartered Accountant, in Form-D on or before 30th of June of every year to the Government and the Board, along with copies of challans and other details.

8. *Enrollment of the Agency with the Board.*—The Agency should get itself enroll with the Board according to the provisions of Clause 13(2) of the Maharashtra Private Security Guards (Regulation of Employment and Welfare) Scheme, 2002, as an employer agency and shall register

exempted Security Guards under Clause 14(3) of the Scheme applying in the Form devised by the Board by paying prescribed registration fee within a period of one month from the date of issuance of this Notification.

9. *Registration of Principal Employer of Employer Agency.*—The Principal Employer who is engaging exempted Security Guards of the agency shall get register with the Board as provided under Clause 13(1)(a) of the Scheme within 15 days from date of exempted Notification, applying in the Form devised by the Board by paying prescribed registration fee.

10. *Enrollment fees.*—While getting itself registered with the Board, the Agency should pay Registration Fee to the Board as per clause 17 of Maharashtra Private Security Guards (Regulation of Employment and Welfare), Scheme 2002 within stipulated time.

11. *Registered Office.*—Every Agency shall have registered office which shall be notified to the Government, Commissioner of Labour and the Board. In case of change in address or change in name, the same shall be informed to the Government and to the Board along with documentary proof thereof within a period of 15 days from such change, so as to Government can issue Notification in respect thereof. Board shall take note of such changes after issuance of the Notification.

12. *Allotment of Guards.*—The Agency shall not allot their Security Guards to such Principal Employers who are registered with the Board. If agency deploys its Security Guards to such Principal Employer in that case exemption will be cancelled.

13. *Issue of Identity Cards/Attendance Card.*—Every Agency shall issue identity card, attendance card to Security Guards and Officers engaged and deployed by them.

14. *Payment of Legal Dues.*—Whenever a Security Guard leaves his job, it is obligatory on the part of the agency to pay all the legal dues to him and copy of the records thereof shall be submitted to the Board including gratuity and other legal dues.

15. *Employment with one principal Employer at a time.*—Every Agency shall also ensure that its Security Guards shall not work for more than one Principal Employer at a time.

16. If any Security Guard is asked to work beyond the radius of 50 kms. from his place of residence, the Employer Agency shall pay an allowance @ 20% of total emoluments of such Security Guard.

17. The Agency and Principal Employer is liable to abide with any other terms and conditions, which may be imposed in favour of Security Guard by the Government of Maharashtra or Board in future.

18. The exempted Security Guard Agency should pay levy @ 3% to the Board per month on wages paid to the Security Guards on or before 10th of every month. The agency should start paying such levy within the period of 1 month from the date of exemption Notification. The employer agency who persistantly makes default in remitting the amount of 3% levy within the time limit specified as above, shall further pay by way of penalty, surcharge @ 10% of the amount to be remitted.

19. In case, the Principal Employer discontinues the exempted Security Guards due to expiry of agreement or due to any reason, in that case, the agency shall submit the details of such Principal Employers and the Security Guards to the Board within 7 days from such discontinuation. In such case the registration of the said Principal Employer shall stand cancelled. The agency shall also submit the details of Security Guards who have left the services due to any reason alongwith details of the Principal Employers to the Board and concerned Police Station within 7 (Seven) days. On receipt of the above details Board will cancel the registration of such exempted guards.

20. From the amount of the payment made by the Principal Employer to the Security Agency, the Security Guards will be paid at least an amount which has been fixed by the Board towards the wages and all the statutory benefits towards Provident Fund, E.S.I.C., Payment of Bonus, leave with wages, leave on national holidays etc. or the same shall be the amount equivalent to 56% of the gross payment made by the Principal Employer to the Security Agency, whichever is higher.

21. The Principal Employer will pay to the agency on a prorata basis for the reliever who would be relieving the Security Guard in case of his weekly off or the amount paid to the reliever shall be 10% of the basic wages, or whichever is higher.

22. The amount of levy to be deposited to the Security Guards Board, the cost of training of the Security Guards, the cost of supervision, administration of profits of the agency the total cost of which will not exceed more than 30% of the total amount paid by the Principal Employer to the agency.

23. The Service Tax will be levied on the total mandatory cost mentioned herein above at the rate which is in force at any given point of time.

24. In addition to this uniform will be provided to the Security Guards. For this purpose an amount of 4% per annum should be delineate.

25. Wages of the Security Guards will be paid not later than 7th of every next month.

Breach of any of above conditions by the employer agency shall make employer agency liable for cancellation or revocation of the exemption granted under this notification.

It shall be the responsibility of the Principal Employer to see that the terms, conditions and rules are followed scrupulously and in case the agency fails to grant the benefits to the exempted Security Guards as per the conditions of Notification the Principal Employer will be held responsible to pay the same to the exempted Security Guards.

FORM 'A'

Quarterly Return to be filed by the Agency

Quarterly Return for the months

Date :

(January-March,

April-June,

July-September,

October-December) :

Name and Address of the Agency :

Notification No. and Date :

Registration No. of Agency with the Board :

Serial Number	Number and Address of the Principal Employer	Location of Security Guards deployed	Name and Category of the Guards
(1)	(2)	(3)	(4)

Authorised Signatory,
(Name and Designation).

FORM 'B'

Half Yearly Return to be submitted by Security Guards Agency

Period of Return : January to June/

Date :

July to December.

Name and Address of the Agency :

Notification No. and Date :

Registration No. of Agency with the Board :

Serial No.	Name and Address of Principal Employer	Total No. of Security Guards engaged Categorywise	No. of Security Guards who have left the Security Guards Agency Categorywise	Number of Security Guards Newly Recruited Categorywise
(1)	(2)	(3)	(4)	(5)

Authorised Signatory,
(Name and Designation).

FORM 'C'

Statement to be submitted to the Security Guards Board regarding disbursement of wages.

Disbursement of wages for the month of:

Name and Address of the Principal Employer :

Name of the Bank (Branch and Address) :

Serial No. (1)	Name of the Security Guard (2)	No. and Date of the Cheque (3)	Amount (4)
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Authorised Signatory,
(Name and Designation).

FORM 'D'

Annual Return to be submitted by Security Guards Agency

Period of Annual Return :

Date :

Name and Address of the Agency :

Notification No. and Date :

Registration No. of Agency with the Board :

Serial No. (1)	Months (April to March) (2)	Total No. of Security Guard engaged (3)	Total Wages Paid to the Security Guard (4)	The Wages on which the P.F. Contribution is deducted (5)	3% Levy Submitted to the Board (6)
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Authorised Signatory,
(Name and Designation).

By order and in the name of the Governor of Maharashtra,

N. D. THORVE,
Section Officer.

१०८

मंगळवार, मार्च ४, २०१४/फाल्गुन १३, शके १९३५

उद्योग, ऊर्जा व कामगार विभाग

हुतात्मा राजगुरु चौक, मादाम कामा रोड, मंत्रालय, मुंबई ४०० ०३२, दिनांक ४ मार्च २०१४

अधिसूचना

महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) अधिनियम, १९८१.

क्रमांक एसजीए. २०१४/प्र.क्र. १२८/काम-५.—ज्याअर्थी, ज्यांची नावे यासोबत जोडलेल्या अनुसूची १ च्या स्तंभ (२) मध्ये नमूद केलेली आहेत अशा विवक्षित सुरक्षा रक्षकांना (यात यापुढे ज्यांचा उल्लेख “ उक्त सुरक्षा रक्षक ” असा करण्यात आला आहे), उक्त अनुसूची १ च्या स्तंभ (४) मध्ये नमूद केलेल्या मुख्य मालकांकडे कामावर ठेवलेले आहे अशा मे. जी फोर एस सिव्क्युर सोल्युशन (इंडिया) प्रा. लि., लुंकड टॉवर, ४ था मजला, प्लॉट नं. ३, गणपतीचौक, विमान नगर, पुणे ४११ ०१४ (नाशिक जिल्ह्याकरिता) व मालक श्री. ए. एम. सुर्यवंशी यांनी महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) अधिनियम, १९८१ (१९८१ चा महा. ५८) याच्या कलम २३ अन्वये, उक्त अधिनियमाच्या सर्व तरतुदी आणि महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) योजना, २००२ (यात यापुढे ज्याचा उल्लेख “ उक्त योजना ” असा करण्यात आला आहे) यांच्या अंमलबजावणीतून सूट मिळण्यासाठी अर्ज केला आहे ;

आणि ज्याअर्थी, सल्लागार समितीशी विचारविनिमय केल्यानंतर व उक्त सुरक्षा रक्षकांना मिळत असलेल्या लाभांची पडताळणी केल्यानंतर, त्यांना मिळत असणारे लाभ हे उक्त अधिनियमाद्वारे व त्या अधिनियमान्वये आणि उक्त योजनेद्वारे व तदन्वये तरतूद केलेल्या लाभांपेक्षा एकंदरीत पाहता कमी फायदेशीर नाहीत असे महाराष्ट्र शासनाचे मत झालेले आहे.

त्याअर्थी, आता, महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) अधिनियम, १९८१ याच्या कलम २३ अन्वये प्रदान केलेल्या अधिकारांचा वापर करून, महाराष्ट्र शासन याद्वारे उक्त अधिनियमाच्या व उक्त योजनेच्या सर्व तरतुदींच्या अंमलबजावणीतून उक्त खाजगी सुरक्षा रक्षकांना, यासोबत जोडलेल्या अनुसूची-दोन मध्ये विनिर्दिष्ट केलेल्या शर्तीच्या अधीन राहून, **राजपत्रात** ही अधिसूचना प्रसिद्ध केल्याच्या दिनांकापासून तीन वर्षांच्या कालावधीसाठी सूट देत आहे.

अनुसूची १

अ.क्र. (१)	सुरक्षा रक्षकाचे नाव (२)	वर्ग (३)	मुख्य मालकाचे नाव व पत्ता (४)
१	अशोक कुमार सिंग	सुरक्षा रक्षक	मे. जेबीएम ऑटो लि., ७१, ७२, एमआयडीसी, सातपूर, नाशिक.
२	मुकुंद मुरलीधर नगरे	सुरक्षा रक्षक	—”—
३	सागर बाळासाहेब खरे	सुरक्षा रक्षक	—”—
४	केशव मोतीराम पवार	सुरक्षा रक्षक	—”—
५	प्रशांत सुधाकर नवासे	सुरक्षा रक्षक	—”—
६	संतोष रामकृष्ण काळे	सुरक्षा रक्षक	—”—
७	वेणू रमेश भिमनाथ	सुरक्षा रक्षक	—”—
८	राजेंद्र राजभाऊ सिन्हा	सुरक्षा रक्षक	—”—
९	दिपक भिमराव पाटील	सुरक्षा रक्षक	—”—
१०	दिपक नाना साळवे	सुरक्षा रक्षक	—”—
११	प्रभात सोमनाथ अरोटे	सुरक्षा रक्षक	—”—
१२	प्रविण हरीदास शार्दूल	सुरक्षा रक्षक	—”—
१३	गिता भिकचंद वाघ	सुरक्षा रक्षक	—”—
१४	रतन महेन्द्र दास	सुरक्षा रक्षक	—”—
१५	निलम दिपक मिश्रा	सुरक्षा रक्षक	—”—
१६	संजय किशन चव्हाण	सुरक्षा रक्षक	मे. एसएमआर ऑटोमोटिव्ह सिस्टीम्स प्रा. लि., एमआयडीसी, अंबड, नाशिक.
१७	शांताराम चिंधा आहरे	सुरक्षा रक्षक	—”—
१८	जितेंद्र शेणपडू पाटील	सुरक्षा रक्षक	—”—
१९	श्रीराम कल्याण बारवकर	सुरक्षा रक्षक	मे. कोसो इंडिया प्रा. लि., एच ३४, एमआयडीसी, अंबड, नाशिक.
२०	प्रकाश भोई	सुरक्षा रक्षक	—”—
२१	सुमीत कुमार सिंग	सुरक्षा रक्षक	—”—
२२	एकनाथ रामदास जाधव	सुरक्षा रक्षक	—”—
२३	गोरखनाथ सहादू कसबे	सुरक्षा रक्षक	—”—
२४	अविनाश मधुकर राजभोज	सुरक्षा रक्षक	—”—
२५	मिथुन साहेबराव हिरे	सुरक्षा रक्षक	—”—
२६	दत्तात्रय सुरेश बेलापुरकर	सुरक्षा रक्षक	—”—
२७	नामदेव वालिबा शेळके	सुरक्षा रक्षक	—”—
२८	पप्पु विठ्ठलसिंग परदेशी	सुरक्षा रक्षक	—”—
२९	किशोर बाळु अहिरे	सुरक्षा रक्षक	—”—
३०	ललित अशोक तायडे	सुरक्षा रक्षक	—”—

अनुसूची १—चालू

(१)	(२)	(३)	(४)
३१	सचिन उत्तम सोनवणे	सुरक्षा रक्षक	मे. कोसो इंडिया प्रा. लि., एच ३४, एमआयडीसी, अंबड, नाशिक.
३२	शैलेंद्र दगडू चौधरी	सुरक्षा रक्षक	—”—
३३	राजेश किसन केदार	सुरक्षा रक्षक	—”—
३४	प्रकाश संतु तेमगर	सुरक्षा रक्षक	—”—
३५	विक्रम शंकर निकम	सुरक्षा रक्षक	—”—
३६	राजेंद्र मुरलीधर बेदरकर	सुरक्षा रक्षक	—”—
३७	चंद्रकांत देविदास जगरे	सुरक्षा रक्षक	—”—
३८	संजय पोपटराव होळकर	सुरक्षा रक्षक	—”—
३९	शिवाजी उत्तम कातळे	सुरक्षा रक्षक	मे. जनरल मिल्स इंडिया प्रा. लि., प्लॉट नं. एफ-११, एमआयडीसी, मालेगाव, सिन्नर, नाशिक.
४०	मनोहर वामन वरपे	सुरक्षा रक्षक	—”—
४१	मोसीन राजमोहंमद शेख	सुरक्षा रक्षक	—”—
४२	संजय रघुनाथ गोमसे	सुरक्षा रक्षक	—”—
४३	विनायक सुखदेव खातळे	सुरक्षा रक्षक	—”—
४४	निवृत्ती गणपत कदभाने	सुरक्षा रक्षक	—”—
४५	अरुण पाटीलबुवा खातळे	सुरक्षा रक्षक	—”—
४६	प्रभाकर आनंदा जाधव	सुरक्षा रक्षक	—”—
४७	राजु गोविंदा चौधरी	सुरक्षा रक्षक	—”—
४८	शंकर बाळकृष्णा शिंदे	सुरक्षा रक्षक	—”—
४९	गणेश बाळकृष्ण कुलथे	सुरक्षा रक्षक	—”—
५०	माधव अर्जुन अडके	सुरक्षा रक्षक	—”—
५१	गणेश बाळू खाडे	सुरक्षा रक्षक	—”—
५२	रघुनाथ प्रकाश खादगिर	सुरक्षा रक्षक	मे. लिअर ऑटोमोटिव्ह इंडिया प्रा. लि., गट नं. १७८/ १८२, गोंडे धुमाळ, ता. इगरपुरी, जि. नाशिक.
५३	दिनकर नामदेव गुरव	सुरक्षा रक्षक	—”—
५४	सुधिर रमेश गोवर्धने	सुरक्षा रक्षक	—”—
५५	दिपक लक्ष्मण शिंदे	सुरक्षा रक्षक	—”—
५६	भागवत अशोक आवरी	सुरक्षा रक्षक	—”—
५७	बसराज रामसिंग कायटे	सुरक्षा रक्षक	—”—
५८	गणपत शंकर चव्हाण	सुरक्षा रक्षक	—”—
५९	कुंदनकुमार रामज्योतिष सिंग	सुरक्षा रक्षक	—”—
६०	परशुराम लक्ष्मण भोये	सुरक्षा रक्षक	—”—

अनुसूची १—चालू

(१)	(२)	(३)	(४)
६१	दिपक दामू धोंगडे	सुरक्षा रक्षक	मे. लिअर ऑटोमोटिव्ह इंडिया प्रा. लि., गट नं. १७८/ १८२, गोंडे धुमाळ, ता. इगरपुरी, जि. नाशिक.
६२	डिंगंबर किसन कट्टू	सुरक्षा रक्षक	—”—
६३	राजीवकुमार गिरजाप्रसाद सिंग	सुरक्षा रक्षक	—”—
६४	दिपक भाऊराव वाघ	सुरक्षा रक्षक	—”—
६५	विजय जयराम पाटील	सुरक्षा रक्षक	—”—
६६	योगेश लहानू कदम	सुरक्षा रक्षक	—”—
६७	विजय तुळशिराम हगवणे	सुरक्षा रक्षक	—”—
६८	अनिल जगन्नाथ मोरे	सुरक्षा रक्षक	मे. सीएमसी लि., पासपोर्ट सेवा केंद्र, स्टारझोन मॉल, नाशिक-पुणे हायवे, नाशिक रोड, नाशिक.
६९	इप्पर रविंद्र दत्तू	सुरक्षा रक्षक	—”—
७०	लहिरे प्रकाश यशवंत	सुरक्षा रक्षक	—”—
७१	जयश्री सुदाम शिरसाठ	सुरक्षा रक्षक	—”—
७२	माधुरी अरुण लिंबकर	सुरक्षा रक्षक	—”—
७३	नितीन विठ्ठल पवार	सुरक्षा रक्षक	मे. वोडाफोन सेल्युलर लि., गुलमोहर आर्केड, शरणपुर रोड, कुलकर्णी गार्डन, नाशिक.
७४	भरत केशव हगवणे	सुरक्षा रक्षक	—”—
७५	संतोष साहेबराव लहिरे	सुरक्षा रक्षक	—”—
७६	विजय मधुकर पवार	सुरक्षा रक्षक	—”—
७७	किरण शांताराम गवारी	सुरक्षा रक्षक	—”—
७८	प्रदिप कचरु अहिरे	सुरक्षा रक्षक	—”—
७९	प्रदिप वसंत कुलकर्णी	सुरक्षा रक्षक	मे. वोडाफोन सेल्युलर लि., जळगाव मायक्रो बिल्डिंग, एस के ऑईल मिल समोर, आरपीएफ ऑफिससमोर, मिल्क फेडरेशन रोड, नाशिक.
८०	निलेश नारायण सुर्यवंशी	सुरक्षा रक्षक	—”—
८१	मनोज सुरेश तिवणे	सुरक्षा रक्षक	—”—
८२	गणेश सुरेश महाजन	सुरक्षा रक्षक	मे. थॉमस कूक (इंडिया) लि., जॉइंट चेंबर, कोर्ट चौक, नाशिक.
८३	रंजन सिंग रामानंद सिंग	सुरक्षा रक्षक	मे. केसबी पंप्स लि., सिन्नर, प्लॉट नं. ई ३, ई ४, एमआयडीसी, मालेगाव, सिन्नर, नाशिक.
८४	योगेश दशरथ आव्हाड	सुरक्षा रक्षक	—”—
८५	प्रदिप पोलादसिंग बायस	सुरक्षा रक्षक	—”—
८६	देविदास सिताराम भरीतकर	सुरक्षा रक्षक	—”—

अनुसूची १—चालू

(१)	(२)	(३)	(४)
८७	दिलीप भास्कर निंबाळकर	सुरक्षा रक्षक	मे. केसबी पंप्स लि., सिन्नर, प्लॉट नं. ई ३, ई ४, एमआयडीसी, मालेगाव, सिन्नर, नाशिक.
८८	अनिल निवृत्ती गायधनी	सुरक्षा रक्षक	—”—
८९	भालचंद्र गोविंद जगताप	सुरक्षा रक्षक	—”—
९०	देविदास बहिरु बेंडकोळी	सुरक्षा रक्षक	—”—
९१	दिनेश प्रविण गोसावी	सुरक्षा रक्षक	—”—
९२	ज्ञानेश्वर विठ्ठल वाकचौरे	सुरक्षा रक्षक	—”—
९३	शांताराम रामनाथ खातळे	सुरक्षा रक्षक	—”—
९४	योगेशकुमार बाबूलाल तिवारी	सुरक्षा रक्षक	—”—
९५	कृष्णा लहानू गायधनी	सुरक्षा रक्षक	—”—
९६	हरीपाल गणपत गायधनी	सुरक्षा रक्षक	—”—
९७	सुनिल नामदेव खातळे	सुरक्षा रक्षक	—”—
९८	वसंत किसन सोनवणे	सुरक्षा रक्षक	—”—
९९	सुनिल रंगनाथ आष्टेकर	सुरक्षा रक्षक	—”—
१००	संगित रंगनाथ खरजे	सुरक्षा रक्षक	—”—
१०१	विजय तुळशिराम हगवणे	सुरक्षा रक्षक	—”—
१०२	उज्वल प्रकाश भातजीरे	सुरक्षा रक्षक	—”—
१०३	दिपक दशरथ गुरव	सुरक्षा रक्षक	—”—
१०४	परशुराम सुदाम रेवगडे	सुरक्षा रक्षक	—”—
१०५	अर्जुन भानुदास पवार	सुरक्षा रक्षक	—”—
१०६	भास्कर रामनाथ बिन्नार	सुरक्षा रक्षक	—”—
१०७	मच्छिंद्र काशिनाथ शिंदे	सुरक्षा रक्षक	—”—
१०८	संजय गर्जेद्र बोराडे	सुरक्षा रक्षक	—”—
१०९	भरत पुंडलिक आहेर	सुरक्षा रक्षक	—”—
११०	संजय नामदेव पोळ	सुरक्षा रक्षक	—”—
१११	नामदेव विठोबा गडे	सुरक्षा रक्षक	—”—
११२	पंडित मारुती सदगिर	सुरक्षा रक्षक	—”—
११३	समाधान मुरलीधर ठाकरे	सुरक्षा रक्षक	—”—
११४	पी. एस. निरमल	सुरक्षा रक्षक	—”—
११५	किरण प्रभाकर चौधरी	सुरक्षा रक्षक	—”—
११६	ईश्वर सुखदेव पाटील	सुरक्षा रक्षक	मे. ग्लॅक्सोमिथक्लाईन अशिया प्रा. लि., प्लॉट नं. ए/ १०/१, एमआयडीसी, नाशिक.
११७	सचिन गोरख कुमावत	सुरक्षा रक्षक	—”—
११८	प्रमोद काशिनाथ शिंदे	सुरक्षा रक्षक	—”—

अनुसूची १—चालू

(१)	(२)	(३)	(४)
११९	योगेश सहादू शिंदे	सुरक्षा रक्षक	मे. ग्लॅक्सोमिथक्लाईन अशिया प्रा. लि., प्लॉट नं. ए/ १०/१, एमआयडीसी, नाशिक.
१२०	प्रकाश त्र्यंबक चव्हाण	सुरक्षा रक्षक	—”—
१२१	दशरथ भाऊराव मोरे	सुरक्षा रक्षक	—”—
१२२	रोशन राजेंद्र खताळ	सुरक्षा रक्षक	—”—
१२३	रेमन विल्यम हेन्री	सुरक्षा रक्षक	—”—
१२४	संजय शिवजी तोरवणे	सुरक्षा रक्षक	—”—
१२५	संजय विनायक अहिरे	सुरक्षा रक्षक	—”—

टीप.—महाराष्ट्र शासन या सुरक्षा रक्षकांबाबत कोणत्याही प्रकारची हमी घेत नाही. मुख्य मालक स्वतःच्या जबाबदारीवर सुरक्षा रक्षकांना कामे देऊ शकतात.

अनुसूची २

मालक एजन्सीने व मुख्य मालकांनी पाळावयाच्या शर्ती

१. **पोलीस तपासणी.**— सुरक्षा रक्षकांच्या तसेच एजन्सीच्या मालकांच्या पूर्वइतिहासाबाबत पोलीस पडताळणी दाखला तसेच एजन्सीकडे केंद्र शासनाच्या खाजगी सुरक्षा रक्षक (नियमन) कायदा, २००५ अंतर्गत परवाना असणे आवश्यक असेल.

२. **प्रशिक्षण.**— सुरक्षा रक्षकांना नियुक्त करण्यापूर्वी पुरेसे प्रशिक्षण देणे आवश्यक असेल.

३. **शैक्षणिक, शारीरिक आणि इतर पात्रता.**— सुरक्षा रक्षकांची शैक्षणिक व शारीरिक पात्रता पुढीलप्रमाणे असेल :—

किमान शैक्षणिक पात्रता.— इयत्ता ८ वी उत्तीर्ण.

शारीरिक पात्रता.— (अ) (१) उंची - १६२ सें.मी.

(२) वजन - ५० किलो

(३) छाती - न फुगवता - ७९ सें.मी.

फुगवून - ८४ सें.मी.

(४) नजर - दृष्टी चष्मा असल्यास नंबर जास्त नसावा.

(ब) आदिवासी उमेदवारांना उंचीमध्ये ५ सें.मी. व छातीमध्ये २ सें.मी. ची सवलत देण्यात यावी.

४. **लाभ.**— सुरक्षा रक्षकांना पुढील लाभ मिळतील :—

(अ) गणवेश प्रत्येक वर्षाला २ जोड.

(ब) चामडी बूट प्रत्येक वर्षात १ जोड.

(क) पावसाळी व हिवाळी गणवेश— (२ वर्षांतून एकदा) रेनकोट, ट्राऊझर, टोपी, वूलन कोट व पॅट.

५. **वेतन व इतर कायदेशीर सवलती.**— सूट दिलेल्या सुरक्षा रक्षकाने राष्ट्रीयीकृत बँकेमध्ये आपले खाते उघडावे व मालक एजन्सीने मुख्य मालकाकडे तैनात केलेल्या सुरक्षा रक्षकांच्या देय वेतनाच्या रकमेइतका रेखांकित धनादेश ७ तारखेपर्यंत वैयक्तिकरित्या सुरक्षा रक्षकास द्यावा. सुरक्षा रक्षकास दिलेल्या वेतनाबाबतचे सविस्तर तपशील नमुना “क” मधील विवरणपत्रामध्ये भरून सुरक्षा रक्षक मंडळास दर महिन्याच्या १० तारखेपर्यंत पाठवावे. मालक एजन्सीने खाली दर्शविल्याप्रमाणे लाभ सुरक्षा रक्षकांना द्यावेत :—

सानुग्रह अनुदान : वेतनाच्या १० टक्के

उपदान : वेतनाच्या ४ टक्के

भरपगारी रजा : वेतनाच्या ६ टक्के

भरपगारी सुट्टी : वेतनाच्या १ टक्का

सुरक्षा रक्षकांना लागू असलेल्या भविष्यनिर्वाह निधी व कामगार राज्य विमा योजना यांच्या वजाती मालक एजन्सीने परस्पर संबंधित प्राधिकरणाकडे जमा कराव्यात आणि त्यांचे चलन माहितीसाठी मंडळास सादर करावे. मालक एजन्सीने भरणा केलेल्या भविष्यनिर्वाह निधी व कामगार राज्य विमा योजनेच्या वजातीबाबतच्या पावत्या/चलन सुरक्षा रक्षकांना नियमितपणे देऊन त्या संदर्भातील एकत्रित तपशील शासनास, कामगार आयुक्त कार्यालयास व सुरक्षा रक्षक मंडळास प्रत्येक ६ महिन्यांनी सादर करावा, असे न केल्यास मालक एजन्सीला जबाबदार धरून दिलेली सूट रद्द करण्यात येईल.

६. **अतिकालिक भत्ता.**— सुरक्षा रक्षकांना मिळणारा अतिकालिक भत्ता हा मंडळाने नोंदीत सुरक्षा रक्षकांसाठी निश्चित केलेल्या वेतन दराच्या दुप्पट दरापेक्षा कमी नसावा, याबाबत संबंधित मुख्य मालकाची अंतिम जबाबदारी राहिल.

सुरक्षा रक्षकांना देय वेतन व लाभ देणे मुख्य मालकांची जबाबदारी असून मुख्य मालकाने त्यांच्याकडे तेनात करण्यात आलेल्या सुरक्षा रक्षकांना अधिनियम आणि योजनेतील तरतुदीनुसार वेतन व लाभ मिळत आहेत याची खात्री करून घेणे बंधनकारक असेल.

७. **विवरणपत्र सादर करणे.**— (अ) **त्रैमासिक विवरणपत्र.**—मालक एजन्सीजने सुरक्षा रक्षकांच्या नियुक्तीबाबतचे त्रैमासिक विवरणपत्र प्रत्येक त्रैमासिकाच्या (जानेवारी, एप्रिल, जुलै व ऑक्टोबर महिन्याच्या) पहिल्या आठवड्यात सोबत जोडलेल्या नमुना “ अ ” मध्ये शासन, कामगार आयुक्त आणि सुरक्षा रक्षक मंडळास सादर करावे.

(ब) **सहामाही विवरणपत्र.**— (१) नियुक्त केलेल्या, नोकरी सोडून गेलेल्या आणि नव्याने भरती केलेल्या सुरक्षा रक्षकांबाबतचे विवरणपत्र दर ६ महिन्यांनी सोबत जोडलेल्या नमुना “ ब ” मध्ये शासन, कामगार आयुक्त आणि सुरक्षा रक्षक मंडळ यांना एजन्सीने सादर करावे.

(२) भविष्यनिर्वाह निधी व राज्य कामगार विमा योजनेची वर्गणी एजन्सीने नियमित भरून संबंधित सुरक्षा रक्षकांना त्यासंबंधी वेळोवेळी पावत्या द्याव्यात व दर सहा महिन्यात तसे केल्याबाबतचा अहवाल शासनास, कामगार आयुक्त व सुरक्षा रक्षक मंडळास द्यावा.

(३) यापूर्वीच्या भविष्यनिर्वाह निधीच्या रकमा व राज्य कामगार विमा योजनेची वर्गणी भरल्याबाबतचा पुरावा शासनाकडे सदर अधिसूचना निर्गमित झाल्यापासून तीन महिन्यांच्या आत सादर करावा. अन्यथा संबंधित सुरक्षा रक्षकांना देण्यात आलेली सूट रद्द करण्यात येईल.

(क) **वार्षिक विवरणपत्र.**— प्रत्येक मालक एजन्सीने, सनदी लेखापाल यांनी प्रमाणित केलेले वार्षिक विवरणपत्र सोबत जोडलेल्या नमुना “ ड ” मध्ये दरवर्षी ३० जून पर्यंत शासनास तसेच मंडळास सादर करावे. ज्यात एजन्सीने भरलेला आयकर, सुरक्षा रक्षकांचा जमा केलेला भविष्य निर्वाह निधी व कामगार राज्य विमा याबाबतच्या चलनाच्या प्रती व इतर तपशील असेल.

८. **एजन्सीची व सूट प्राप्त सुरक्षा रक्षकांची मंडळाकडे नोंदणी.**— अधिसूचनेच्या दिनांकापासून एक महिन्याच्या कालावधीत उक्त मंडळाकडे महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) योजना, २००२ च्या खंड १३(२) व १४(३) मधील तरतुदीनुसार एजन्सीजने स्वतःची मालक म्हणून आणि त्यांच्याकडील सूट प्राप्त सुरक्षा रक्षकांची विहित नमुन्यातील अर्ज व शुल्क भरून मंडळात नोंदणी करून घ्यावी.

९. **एजन्सीच्या मुख्य मालकांची मंडळाकडे नोंदणी.**— सूट प्राप्त सुरक्षा रक्षकांच्या एजन्सीमार्फत सुरक्षा रक्षक नियुक्त करणाऱ्या मुख्य मालकाने अधिसूचनेच्या दिनांकापासून १५ दिवसांचे आत योजनेच्या खंड १३(१)(अ) अन्वये स्वतःची मंडळात विहित नमुन्यातील अर्ज व शुल्क भरून नोंदणी करून घ्यावी.

१०. **नोंदणी शुल्क.**— एजन्सीने तसेच सूट प्राप्त सुरक्षा रक्षकाने मंडळाकडे नोंदणी करतवेळी महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) योजना, २००२ च्या खंड १७ मधील तरतुदीनुसार मंडळाकडे विहित कालावधीत आवश्यक ते नोंदणी शुल्क भरले पाहिजे.

११. **नोंदणीकृत कार्यालय.**— एजन्सीचे नोंदणीकृत कार्यालय असावे आणि त्याबाबतची माहिती एजन्सीने शासन, कामगार आयुक्त व मंडळास द्यावी. नोंदणीकृत कार्यालयाचा पत्ता बदलल्यास अथवा एजन्सीच्या नावात बदल झाल्यास १५ दिवसांचे आत बदलाबाबतच्या आवश्यक त्या कागदोपत्री पुराव्यासह शासनास व मंडळास कळवावे, जेणेकरून शासन सुधारित अधिसूचना जारी करील. सुधारित अधिसूचना जारी झाल्यानंतर मंडळ झालेल्या बदलांची नोंद घेईल.

१२. **सुरक्षा रक्षकांची नियुक्ती.**— उक्त मंडळाकडे ज्या मुख्य मालकांची नोंदणी झाली आहे आणि/किंवा जे उक्त मुख्य मालक मंडळाच्या सुरक्षा रक्षकांच्या सेवेचा लाभ घेत आहेत अशा मुख्य मालकांकडे एजन्सी त्यांचेकडील सुरक्षा रक्षक नेमणार नाही. अशाप्रकारे सुरक्षा रक्षक नेमल्यास मालक एजन्सीला जबाबदार धरून दिलेली सूट रद्द करण्यात येईल.

१३. **ओळखपत्र व हजेरी कार्ड देणे.**— खाजगी सुरक्षा रक्षक एजन्सी त्यांचेकडील सुरक्षा रक्षकांना व अधिकाऱ्यांना नियुक्त केल्यापासून ३० दिवसांच्या आत ओळखपत्र व हजेरीकार्ड देईल.

१४. **कायदेशीर देणी अदा करणे.**— सुरक्षा रक्षक ज्यावेळी एजन्सीची नोकरी सोडतील, त्यावेळी त्यांना देय असलेली सर्व कायदेशीर देणी (उपदान व इतर कायदेशीर देणी) एजन्सीने अदा करून त्याबाबत झालेल्या व्यवहारांच्या प्रती मंडळाकडे सादर करणे एजन्सीला बंधनकारक राहिल.

१५. **एकावेळी एकाच मुख्य मालकाकडे नोकरी.**— सुरक्षा रक्षक एकावेळी एकापेक्षा अधिक मुख्य मालकाकडे काम करणार नाही. याबाबत प्रत्येक सुरक्षा रक्षक एजन्सीने खात्री करून घेतली पाहिजे.

१६. एखाद्या सुरक्षा रक्षकास त्याच्या निवासस्थानापासून ५० कि.मी. पेक्षा अधिक अंतरावर काम करण्यासाठी पाठविल्यास मालक एजन्सीने त्याच्या एकूण वेतनाच्या २० टक्के रक्कम त्याला भत्ता म्हणून द्यावी.

१७. सुरक्षा रक्षकांच्या फायद्यांसंदर्भात शासनाने किंवा मंडळाने भविष्यकाळात घातलेल्या अटी व शर्तीचे पालन करणे एजन्सीला, तसेच मुख्य मालकाला बंधनकारक राहिल.

१८. मालक एजन्सीने त्यांच्या सुरक्षा रक्षकांना सूट प्राप्त झाल्यानंतर, सुरक्षा रक्षकांच्या वेतनाच्या ३ टक्के एवढी लेव्ही दरमहा १० तारखेपर्यंत मंडळास देय राहिल. सदर लेव्ही अधिसूचना निर्गमित झाल्याच्या दिनांकापासून १ महिन्याच्या आत मंडळाकडे जमा करणे अनिवार्य राहिल.

मंडळाने विनिर्दिष्ट केलेल्या कालमर्यादेत लेव्हीची रक्कम भरण्यात जे नियोक्ता अभिकरण सातत्याने कसूर करील ते नियोक्ता अभिकरण मंडळाने भरणा करण्यास निर्धारित केलेल्या रकमेच्या १० टक्केहून अधिक असणार नाही इतका अधिभार दंडाच्या रुपाने मंडळाकडे भरील.

१९. मालक एजन्सीमार्फत सुरक्षा रक्षक नियुक्त करणाऱ्या मुख्य मालकाने करार संपुष्टात आल्यानंतर वा इतर कोणत्याही कारणामुळे सुरक्षा रक्षकांची सेवा घेणे बंद केले असल्यास सेवा खंडीत केल्याच्या दिनांकापासून ७ दिवसांच्या आत अशा मुख्य मालकाची व तेथून कमी केलेल्या सुरक्षा रक्षकांची नावे व तपशील मालक एजन्सी मंडळास सादर करील. अशा मुख्य मालकाची अधिसूचनेनुसार घेतलेली मंडळातील नोंदणी रद्द होईल. तसेच मालक एजन्सीकडून नोकरी सोडून गेलेल्या सुरक्षा रक्षकांची नावे व तपशील मालक एजन्सी मंडळास व नजीकच्या पोलीस ठाण्यास ७ दिवसांच्या आत सादर करील. अशाप्रकारे नोकरी सोडून गेलेल्या सुरक्षा रक्षकांची नोंदणी मंडळ रद्द करील.

२०. मुख्य मालकाकडून सुरक्षा रक्षकांच्या कामाच्या मोबदल्यापोटी एजन्सीकडे जमा होणाऱ्या रकमेपैकी, मंडळाने सुरक्षा रक्षकांच्या वेतनापोटी निश्चित केलेली रक्कम तसेच सर्व वैधानिक रकमा जसे भविष्य निर्वाह निधी, कामगार राज्य विमा योजना, बोनस प्रदान, राजा वेतन, राष्ट्रीय सुट्ट्यांचे वेतन यासाठी विनियमित केले जाईल, निदान इतकी रक्कम किंवा मुख्य मालकाने एजन्सीला अदा केलेल्या रकमेच्या ५६ टक्के इतकी रक्कम किंवा यापैकी जी अधिक असेल ती सुरक्षा रक्षक एजन्सीनी सुरक्षा रक्षकांना अदा करणे आवश्यक आहे.

२१. सुरक्षा रक्षकांना साप्ताहिक सुट्टी उपभोगण्याकरिता कार्यमुक्त करणाऱ्या सुरक्षा रक्षकांचे वेतन मुख्य मालक एजन्सीला अदा करील. हे वेतन यथा प्रमाण पद्धतीवर आधारित असेल व ही रक्कम मूळ वेतनाच्या १०% अथवा जी अधिक असेल इतकी असेल.

२२. सुरक्षा रक्षक मंडळामध्ये जमा करावयाची लेव्ही, सुरक्षा रक्षकांच्या प्रशिक्षणासाठीचा खर्च, देखरेखीवरील खर्च, तसेच एजन्सीचा प्रशासकीय खर्च व नफा या सर्व गोष्टींचा खर्च हा मुख्य मालकाने एजन्सीकडे जमा केलेल्या एकूण रकमेच्या ३०% रकमेपेक्षा जास्त नसावा.

२३. उपरोक्त अनिवार्य लादलेल्या खर्चावर नियमानुसार सेवाकर आकारला जाईल व सेवाकर त्या त्या वेळी अंमलात असलेल्या दरानुसार असेल.

२४. या व्यतिरिक्त सुरक्षा रक्षकांना गणवेश दिला जाईल व त्यासाठी ४% रक्कम दरवर्षी राखीव ठेवण्यात येईल.

२५. सुरक्षा रक्षकांना त्यांचे वेतन पुढील महिन्याच्या सात तारखेपर्यंत देण्यात यावे.

वरीलपैकी कोणत्याही शर्तीचे मालक एजन्सीने उल्लंघन केल्यास त्यांना देण्यात आलेली सूट रद्द करण्यात येईल किंवा काढून टाकण्यात येईल.

अटी, शर्ती व नियमांचे तंतोतंत पालन होण्याबाबतची जबाबदारी मुख्य मालकाची असेल. अधिसूचनेतील तरतुदीनुसार सुरक्षा रक्षकांना एजन्सीने फायदे दिले नसल्यास सूट प्राप्त सुरक्षा रक्षकांना सदर फायदे देण्याची जबाबदारी मुख्य मालकाची असेल.

नमुना “ अ ”

सुरक्षा रक्षक एजन्सीने सादर करावयाचे त्रैमासिक विवरणपत्र

महिन्यांचे त्रैमासिक विवरणपत्र :

दिनांक :

जानेवारी-मार्च,

एप्रिल-जून,

जुलै-सप्टेंबर,

ऑक्टोबर-डिसेंबर.

एजन्सीचे नाव व पत्ता :

अधिसूचना क्रमांक व दिनांक :

एजन्सीचा मंडळातील नोंदणी क्रमांक :

अनु- क्रमांक (१)	मुख्य मालकाचे नाव व पत्ता (२)	सुरक्षा रक्षकांच्या नियुक्तीचे ठिकाण (३)	सुरक्षा रक्षकांचे नाव व वर्ग (४)
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प्राधिकृत स्वाक्षरीकर्ता,
(नाव व हुद्दा).

नमुना “ ब ”

सुरक्षा रक्षक एजन्सीने सादर करावयाचे सहामाही विवरणपत्र

विवरणपत्राचा कालावधी : जानेवारी ते जून/जुलै ते डिसेंबर

दिनांक :

एजन्सीचे नाव व पत्ता :

अधिसूचना क्रमांक व दिनांक :

एजन्सीचा मंडळातील नोंदणी क्रमांक :

अ. क्र.	मुख्य मालकाचे नाव व पत्ता	नियुक्त केलेल्या सुरक्षा रक्षकांची वर्गनिहाय एकूण संख्या	सुरक्षा रक्षक एजन्सी सोडून गेलेल्या सुरक्षा रक्षकांची वर्गनिहाय संख्या	नव्याने भरती झालेल्या सुरक्षा रक्षकांची वर्गनिहाय संख्या
(१)	(२)	(३)	(४)	(५)

प्राधिकृत स्वाक्षरीकर्ता,
(नाव व हुद्दा).

नमुना “क”

एजन्सीने वेतन प्रदानाबाबत सुरक्षा रक्षक मंडळास सादर करावयाचे विवरणपत्र

वेतन प्रदानाचा महिना :

मुख्य मालकाचे नाव व पत्ता :

बँकेचे नाव (शाखा व पत्ता) :

अनु- क्रमांक	सुरक्षा रक्षकाचे नाव	धनादेश क्रमांक व दिनांक	रक्कम
(१)	(२)	(३)	(४)

प्राधिकृत स्वाक्षरीकर्ता,
(नाव व हुद्दा).

नमुना “ड”

सुरक्षा रक्षक एजन्सीने सादर करावयाचे वार्षिक विवरणपत्र

वार्षिक विवरणपत्राचे आर्थिक वर्ष :

दिनांक :

एजन्सीचे नाव व पत्ता :

अधिसूचना क्रमांक व दिनांक :

एजन्सीचा मंडळातील नोंदणी क्रमांक :

अ. क्र.	महिने (एप्रिल ते मार्च)	नियुक्त केलेल्या सुरक्षा रक्षकांची संख्या	सुरक्षा रक्षकांना अदा केलेले एकूण वेतन	भविष्य निर्वाह निधी ज्यावर कपात केली आहे असे वेतन	मंडळाकडे जमा केलेली ३ टक्के लेव्ही रक्कम
(१)	(२)	(३)	(४)	(५)	(६) (४)

प्राधिकृत स्वाक्षरीकर्ता,

(नाव व हुद्दा).

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,

ना. द. थोरवे,

कार्यासन अधिकारी.

In pursuance of Clause (3) of Article 348 of the Constitution of India, the following translation in English of the Government Notification, Industries, Energy and Labour Department, No. SGA. 2014/C.R. 128/Lab-5, dated 4th March 2014 is hereby published under the authority of the Governor.

By order and in the name of the Governor of Maharashtra,

A. G. ASWALE,
Joint Secretary to Government.

INDUSTRIES, ENERGY AND LABOUR DEPARTMENT

Hutatma Rajguru Chowk, Madam Cama Road,
Mantralaya, Mumbai 400 032, dated the 4th March 2014

NOTIFICATION

MAHARASHTRA PRIVATE SECURITY GUARDS (REGULATION OF EMPLOYMENT AND WELFARE) ACT, 1981.

No. SGA. 2014/C.R. 128/Lab-5.— Whereas, certain Security Guards whose names are mentioned in column (2) of Schedule-I appended hereto (hereinafter referred to as “ the said Security Guards ”), employed with the Principal Employer mentioned in Column (4) of the said Schedule-I, employed by M/s. G4S Secure Solution (India) Pvt. Ltd., Lunkad Tower, 4th Floor, Plot No. 3, Ganapati Chowk, Viman Nagar, Pune 411 014 (Dist. Nasik) and owner Shri A. M. Suryavanshi have applied for grant of exemption, under Section 23 of the Maharashtra Private Security Guards (Regulation of Employment and Welfare) Act, 1981 (Mah. LVIII of 1981) from the operation of all provisions of the said Act and the Maharashtra Private Security Guards (Regulation of Employment and Welfare) Scheme, 2002 (hereinafter referred to as “ the said Scheme ”) ;

And Whereas, the Government of Maharashtra, after consultation with the Advisory Committee and after verification of the benefits enjoyed by the said Security Guards is of the opinion that they are in enjoyment of benefits, which are on the whole not less favourable to them than the benefits provided by and under the said Act and the said Scheme ;

Now, therefore, in exercise of powers conferred by Section 23 of the Maharashtra Private Security Guards (Regulation of Employment and Welfare) Act, 1981, the Government of Maharashtra hereby exempts the said Security Guards from operations of all provisions of the said Act and the said Scheme, for a period of three years from the date of publication this notification in *Official Gazette*, subject to conditions specified in Schedule-II appended hereto.

Schedule-I

Sr. No.	Name of Employee	Class	Name and Address of Principal Employer
(1)	(2)	(3)	(4)
1	Alok Kr Singh	Security Guard	M/s. JBM Auto Limited, 71, 72, MIDC, Satpur, Nasik.
2	Mukund Murlidhar Nagare	Security Guard	—”—
3	Sagar Balasaheb Khare	Security Guard	—”—
4	Keshav Motiram Pawar	Security Guard	—”—
5	Prashant Sudhakar Navase	Security Guard	—”—
6	Santosh Ramkrishna Kale	Security Guard	—”—

Schedule-I—Contd.

(1)	(2)	(3)	(4)
7	Venu Ramesh Bhimnath	Security Guard	M/s. JBM Auto Limited, 71, 72, MIDC, Satpur, Nasik.
8	Rajendra Rajbhau Sinha	Security Guard	—”—
9	Deepak Bhimrao Patil	Security Guard	—”—
10	Deepak Nana Salve	Security Guard	—”—
11	Parbat Somnath Arote	Security Guard	—”—
12	Pravin Haridas Shardul	Security Guard	—”—
13	Geeta Bhikchand Wagh	Security Guard	—”—
14	Ratan Mahendra Das	Security Guard	—”—
15	Neelam Deepak Mishra	Security Guard	—”—
16	Sanjay Kishan Chavan	Security Guard	M/s. SMR Automotive Systems Pvt. Ltd., W-120, MIDC, Ambad, Nasik.
17	Shantaram Aher Chindha	Security Guard	—”—
18	Jitendra Shenpadu Patil	Security Guard	—”—
19	Shriram Kalyanrao Baravkar	Security Guard	M/s. Koso India Pvt. Ltd., H. 34, MIDC, Ambad, Nasik.
20	Bhoi Prakash	Security Guard	—”—
21	Sumit Kumar Singh	Security Guard	—”—
22	Eknath Ramdas Jadhav	Security Guard	—”—
23	Goraknath Sahadu Kasabe	Security Guard	—”—
24	Avinash Madhukar Rajbhoj	Security Guard	—”—
25	Mithun Sahebrao Hire	Security Guard	—”—
26	Dattatray Suresh Belapurkar	Security Guard	—”—
27	Namdeo Waliba Shelke	Security Guard	—”—
28	Pappu Vitthalsingh Pardeshi	Security Guard	—”—
29	Kishor Balu Ahire	Security Guard	—”—
30	Lalit Ashok Tayade	Security Guard	—”—
31	Sachin Uttam Sonawane	Security Guard	—”—
32	Shailendra Dagadu Choudhari	Security Guard	—”—
33	Rajesh Kisan Kedar	Security Guard	—”—
34	Prakash Santu Temgar	Security Guard	—”—
35	Vikram Shankar Nikam	Security Guard	—”—
36	Rajendra Murlidhar Bedarkar	Security Guard	—”—
37	Chandrakant Devidas Jagare	Security Guard	—”—
38	Sanjay Popatrao Halnor	Security Guard	—”—
39	Shivaji Uttam Katala	Security Guard	M/s. General Mills India Pvt. Ltd., Plot No. F-11, MIDC, Malegaon, Sinnar, Nasik.
40	Manohar Vaman Varpe	Security Guard	—”—
41	Mosin Rajmohamad Shaikh	Security Guard	—”—
42	Sanjay Raghunath Gomase	Security Guard	—”—
43	Vinayak Sukdev Khatale	Security Guard	—”—

Schedule-I—Contd.

(1)	(2)	(3)	(4)
44	Nivrutti Ganpat Kadbhane	Security Guard	M/s. General Mills India Pvt. Ltd., Plot No. F-11, MIDC, Malegaon, Sinnar, Nasik.
45	Arun Patilbuwa Khatale	Security Guard	—”—
46	Prabhakar Ananda Jadhav	Security Guard	—”—
47	Raju Govinda Chaudhari	Security Guard	—”—
48	Shankar Bhalkrishna Shinde	Security Guard	—”—
49	Ganesh Balkrushna Kulthe	Security Guard	—”—
50	Madhav Arjun Adke	Security Guard	—”—
51	Ganesh Balu Khade	Security Guard	—”—
52	Raghunath Prakash Khadgir	Security Guard	M/s. Lear Automotive India Private Limited, Gat No.178-182, Village Gonde, Dumala, Tal. Igatpuri, Dist. Nasik.
53	Dinkar Namdeo Gurav	Security Guard	—”—
54	Sudhir Ramesh Govardhane	Security Guard	—”—
55	Deepak Laxman Shinde	Security Guard	—”—
56	Bhagwant Ashok Awari	Security Guard	—”—
57	Basraj Ramsingh Kayte	Security Guard	—”—
58	Ganpat Shankar Chavan	Security Guard	—”—
59	Kundankumar Ramjyotish Singh	Security Guard	—”—
60	Parashram Laxman Bhoje	Security Guard	—”—
61	Deepak Damu Dhongade	Security Guard	—”—
62	Digambar Kisan Kadu	Security Guard	—”—
63	Rajivkumar Girijaprasad Singh	Security Guard	—”—
64	Dipak Bhaurao Wagh	Security Guard	—”—
65	Vijay Jayram Patil	Security Guard	—”—
66	Yogesh Lahanu Kadam	Security Guard	—”—
67	Vijay Tulshiram Hagawane	Security Guard	—”—
68	Anil Jagannath More	Security Guard	M/s. CMC Ltd., Passport Sevakendra, Starzone Mall, Nasik Pune Highway, Nasik Road, Nasik.
69	Ippar Ravindra Dattu	Security Guard	—”—
70	Lahire Prakash Yeshwant	Security Guard	—”—
71	Jayashri Sudam Shirsath	Security Guard	—”—
72	Madhuri Arun Limbkar	Security Guard	—”—
73	Nitin Vitthal Pawar	Security Guard	M/s. Vodafone Cellular Ltd., Gulmohor Arcade, Sharanpur Road, Kulkarni Garden, Nasik.
74	Bharat Keshav Hagawane	Security Guard	—”—
75	Santosh Lahire Sahebrao	Security Guard	—”—
76	Vijay Madhukar Pawar	Security Guard	—”—
77	Kiran Shantaram Gawari	Security Guard	—”—
78	Pradeep Kacharu Ahire	Security Guard	—”—

Schedule-I—Contd.

(1)	(2)	(3)	(4)
79	Pradip Vasant Kulkarni	Security Guard	M/s. Vodafone Cellular Ltd., Jalgaon Micro Building, Opp. S. K. Oil Mill, Opp. RPF Office, Milk Fedration Rd. (A2-NSK).
80	Nilesh Narayan Suryawanshi	Security Guard	—”—
81	Manoj Suresh Tiwane	Security Guard	—”—
82	Ganesh Suresh Mahajan	Security Guard	M/s. Thomas Cook (I) Ltd., Jalgaon, Jt. Chamber Court, Chauk (A1-NSK).
83	Ranjan Singh Ramanand Singh	Security Guard	M/s. KSB Pumps Ltd., Sinnar Plot No. E-3, E-4, MIDC, Malegaon, Sinnar.
84	Yogesh Dasharath Avhad	Security Guard	—”—
85	Pradeep Poladsingh Bayas	Security Guard	—”—
86	Devidas Sitaram Bharitkar	Security Guard	—”—
87	Dilip Bhaskar Nimbalkar	Security Guard	—”—
88	Anil Nivrutti Gaidhani	Security Guard	—”—
89	Bhalchandra Govind Jagtap	Security Guard	—”—
90	Devidas Bahiru Bendkoli	Security Guard	—”—
91	Dinesh Pravin Gosavi	Security Guard	—”—
92	Dnyaneshwar Vitthal Wakchaure	Security Guard	—”—
93	Shantaram Ramnath Khatale	Security Guard	—”—
94	Yogeshkumar Babulal Tiwari	Security Guard	—”—
95	Krushna Lahanu Gaidhani	Security Guard	—”—
96	Haripal Ganpat Gaidhani	Security Guard	—”—
97	Sunil Namdeo Khatale	Security Guard	—”—
98	Vasant Kisan Sonawane	Security Guard	—”—
99	Sunil Rangnath Ashtekar	Security Guard	—”—
100	Satish Rangnath Kharje	Security Guard	—”—
101	Vijay Tulshiram Hagawane	Security Guard	—”—
102	Ujwal Prakash Bhatjire	Security Guard	—”—
103	Deepak Dasharath Gurav	Security Guard	—”—
104	Parshuram Sudam Revgade	Security Guard	—”—
105	Arjun Bhanudas Pawar	Security Guard	—”—
106	Bhaskar Ramnath Binnar	Security Guard	—”—
107	Machindra Kashinath Shinde	Security Guard	—”—
108	Sanjay Gajendra Borade	Security Guard	—”—
109	Bharat Pundlik Aher	Security Guard	—”—
110	Sanjay Namdeo Pol	Security Guard	—”—
111	Namdeo Vithoba Gade	Security Guard	—”—
112	Pandit Maruti Sadgir	Security Guard	—”—
113	Samadhan Murlidhar Thakare	Security Guard	—”—
114	P. S. Nirmal	Security Guard	—”—

Schedule-I—Concl'd.

(1)	(2)	(3)	(4)
115	Chaudhari Kiran Prabhakar	Security Guard	M/s. Glaxosmithkline Asia Private Limited Factory, At Plot No. A/10/1, MIDC, Nasik.
116	Ishwar Sukdeo Patil	Security Guard	—”—
117	Sachin Gorakh Kumawat	Security Guard	—”—
118	Pramod Kashinath Shinde	Security Guard	—”—
119	Yogesh Sahadu Shinde	Security Guard	—”—
120	Prakash Trimbak Chavan	Security Guard	—”—
121	Dashrath More Bhaurao	Security Guard	—”—
122	Roshan Rajendra Khatal	Security Guard	—”—
123	Remon Willam Henry	Security Guard	—”—
124	Sanjay Shivaji Torawane	Security Guard	—”—
125	Sanjay Vinayak Ahire	Security Guard	—”—

Note.—Government of Maharashtra does not take guarantee of any sort as regards to Security Guards. Principal Employers can employ these Private Security Guards at their own risk.

Schedule-II

Conditions to be followed by the Employer Agency and Principal Employer

1. *Police Verification.*—Police Verification Certificates regarding antecedent of the guards as well as the employer of such guard is necessary. Licence under the Private Security Agency (Regulation) Act, 2005 is also compulsory on the part of Employer Agency.

2. *Training.*—Adequate training shall be imparted to the Security Guards before they are deployed.

3. *Educational Qualifications, Physical Fitness and other requirements.*—Educational, physical and other requirements for the Security Guards shall be as follows :—

Minimum Education Qualification : 8th Standard Passed.

Physical Requirements : (A) (1) Height — 162 c.m.

(2) Weight — 50 kg.

(3) Chest — 79 c.m. (Without Expansion) and 84 c.m. (On Expansion).

(4) Sight — If wearing glasses, the glass should not have excess number.

(B) In case of tribal candidates, there will relaxation of 5 c.m. in height and 2 c.m. in chest.

4. *Benefits.*—Benefits for Security Guards shall be as follows :—

(a) *Uniform* : Two pairs in a year.

(b) *Shoes* : One pair of leather shoes in a year.

(c) *Rainy and Winter Uniform* : (Once in two years) Raincoat, Trousers and Cap, Woollen Coat and Pant.

5. *Wages and other statutory Benefits.*—Exempted Security Guard shall open his account in a Nationalised Bank and agency shall give crossed cheque to each Security Guard equivalent to his earned wages by 7th of every month. Statement showing details of wages paid in Form “C” shall be submitted to the Security Guards Board by 10th of every month.

The Agency shall give the following benefits to the Security Guards :—

<i>Ex-Gratia</i>	:	10% of wages
Gratuity	:	4% of wages
Leave with wages	:	6% of wages
Paid Holidays	:	1% of wages.

Contribution to be deposited with the Competent Authorities in respect of various statues such as Provident Fund, E.S.I. etc. applicable to the Principal Employer, shall be deposited by the Agency with such authority and challan thereof be submitted to the Board for information. The Security Guards Agency should give regular receipt to the Guard and submit a consolidated report of the abovesaid transactions to the Government, the Commissioner of Labour and the Security Guards Board every six months. In case of default, the Agency shall be held responsible and shall be liable for cancellation of exemption.

6. *Overtime Allowance.*—Overtime Allowance should not be less than double the rates of wages existing at that time on the analogy of the Security Guards deployed by the Security Guards Board. The ultimate responsibility in this respect lies on the concerned Principal Employer.

It is the responsibility of the Principal Employer to pay wages and provide benefits to the Security Guards. The Principal Employer, in turn, shall ensure that the guards deployed at his establishment are getting wages and benefits not less favourable than those available under the Scheme.

7. *Filling of Returns*—(a) *Quarterly Return.*—Agency to submit quarterly return to the Government, the Commissioner of Labour and Board in the first week of first month of the quarter (January, April, July and October) in respect of employment of Security Guards in Form ‘A’ appended hereto.

(b) *Half Yearly Return.*—(1) Half Yearly Return in Form ‘B’ appended hereto shall be submitted by the Agency in respect of Guards engaged, who have left and newly recruited to the Government, the Commissioner of Labour and Board.

(2) The Security Guard Agency should make regular contribution of employees’ Provident Fund and ESIC of the concerned Security Guards and give regular Receipts to the guard and submit a consolidated report of the above said transaction to the Government, the Commissioner of Labour and the Security Guards Board every six months.

(3) The Security Guard Agency should submit proof of the previous contributions of employees’ Provident Fund and ESIC within a period of three months from the date of publication of this Notification to the Government. Otherwise, the exemption given to the concerned Security Guards will be cancelled.

(c) *Annual Return.*—Every Agency shall submit at Annual Return of Income Tax, P.F., E.S.I. duly certified by Chartered Accountant, in Form-D on or before 30th of June of every year to the Government and the Board, along with copies of challans and other details.

8. *Enrollment of the Agency with the Board.*—The Agency should get itself enroll with the Board according to the provisions of Clause 13(2) of the Maharashtra Private Security Guards (Regulation of Employment and Welfare) Scheme, 2002, as an employer agency and shall register

exempted Security Guards under Clause 14(3) of the Scheme applying in the Form devised by the Board by paying prescribed registration fee within a period of one month from the date of issuance of this Notification.

9. *Registration of Principal Employer of Employer Agency.*—The Principal Employer who is engaging exempted Security Guards of the agency shall get register with the Board as provided under Clause 13(1)(a) of the Scheme within 15 days from date of exempted Notification, applying in the Form devised by the Board by paying prescribed registration fee.

10. *Enrollment fees.*—While getting itself registered with the Board, the Agency should pay Registration Fee to the Board as per clause 17 of Maharashtra Private Security Guards (Regulation of Employment and Welfare), Scheme 2002 within stipulated time.

11. *Registered Office.*—Every Agency shall have registered office which shall be notified to the Government, Commissioner of Labour and the Board. In case of change in address or change in name, the same shall be informed to the Government and to the Board along with documentary proof thereof within a period of 15 days from such change, so as to Government can issue Notification in respect thereof. Board shall take note of such changes after issuance of the Notification.

12. *Allotment of Guards.*—The Agency shall not allot their Security Guards to such Principal Employers who are registered with the Board. If agency deploys its Security Guards to such Principal Employer in that case exemption will be cancelled.

13. *Issue of Identity Cards/Attendance Card.*—Every Agency shall issue identity card, attendance card to Security Guards and Officers engaged and deployed by them.

14. *Payment of Legal Dues.*—Whenever a Security Guard leaves his job, it is obligatory on the part of the agency to pay all the legal dues to him and copy of the records thereof shall be submitted to the Board including gratuity and other legal dues.

15. *Employment with one principal Employer at a time.*—Every Agency shall also ensure that its Security Guards shall not work for more than one Principal Employer at a time.

16. If any Security Guard is asked to work beyond the radius of 50 kms. from his place of residence, the Employer Agency shall pay an allowance @ 20% of total emoluments of such Security Guard.

17. The Agency and Principal Employer is liable to abide with any other terms and conditions, which may be imposed in favour of Security Guard by the Government of Maharashtra or Board in future.

18. The exempted Security Guard Agency should pay levy @ 3% to the Board per month on wages paid to the Security Guards on or before 10th of every month. The agency should start paying such levy within the period of 1 month from the date of exemption Notification. The employer agency who persistently makes default in remitting the amount of 3% levy within the time limit specified as above, shall further pay by way of penalty, surcharge @ 10% of the amount to be remitted.

19. In case, the Principal Employer discontinues the exempted Security Guards due to expiry of agreement or due to any reason, in that case, the agency shall submit the details of such Principal Employers and the Security Guards to the Board within 7 days from such discontinuation. In such case the registration of the said Principal Employer shall stand cancelled. The agency shall also submit the details of Security Guards who have left the services due to any reason alongwith details of the Principal Employers to the Board and concerned Police Station within 7 (Seven) days. On receipt of the above details Board will cancel the registration of such exempted guards.

20. From the amount of the payment made by the Principal Employer to the Security Agency, the Security Guards will be paid at least an amount which has been fixed by the Board towards the wages and all the statutory benefits towards Provident Fund, E.S.I.C., Payment of Bonus, leave with wages, leave on national holidays etc. or the same shall be the amount equivalent to 56% of the gross payment made by the Principal Employer to the Security Agency, whichever is higher.

21. The Principal Employer will pay to the agency on a prorata basis for the reliever who would be relieving the Security Guard in case of his weekly off or the amount paid to the reliever shall be 10% of the basic wages, or whichever is higher.

22. The amount of levy to be deposited to the Security Guards Board, the cost of training of the Security Guards, the cost of supervision, administration of profits of the agency the total cost of which will not exceed more than 30% of the total amount paid by the Principal Employer to the agency.

23. The Service Tax will be levied on the total mandatory cost mentioned herein above at the rate which is in force at any given point of time.

24. In addition to this uniform will be provided to the Security Guards. For this purpose an amount of 4% per annum should be delineate.

25. Wages of the Security Guards will be paid not later than 7th of every next month.

Breach of any of above conditions by the employer agency shall make employer agency liable for cancellation or revocation of the exemption granted under this notification.

It shall be the responsibility of the Principal Employer to see that the terms, conditions and rules are followed scrupulously and in case the agency fails to grant the benefits to the exempted Security Guards as per the conditions of Notification the Principal Employer will be held responsible to pay the same to the exempted Security Guards.

FORM 'A'

Quarterly Return to be filed by the Agency

Quarterly Return for the months

Date :

(January-March,

April-June,

July-September,

October-December) :

Name and Address of the Agency :

Notification No. and Date :

Registration No. of Agency with the Board :

Serial Number	Number and Address of the Principal Employer	Location of Security Guards deployed	Name and Category of the Guards
(1)	(2)	(3)	(4)

Authorised Signatory,
(Name and Designation).

FORM 'B'

Half Yearly Return to be submitted by Security Guards Agency

Period of Return : January to June/

Date :

July to December.

Name and Address of the Agency :

Notification No. and Date :

Registration No. of Agency with the Board :

Serial No.	Name and Address of Principal Employer	Total No. of Security Guards engaged Categorywise	No. of Security Guards who have left the Security Guards Agency Categorywise	Number of Security Guards Newly Recruited Categorywise
(1)	(2)	(3)	(4)	(5)

Authorised Signatory,
(Name and Designation).

FORM 'C'

Statement to be submitted to the Security Guards Board regarding disbursement of wages.

Disbursement of wages for the month of :

Name and Address of the Principal Employer :

Name of the Bank (Branch and Address) :

Serial No. (1)	Name of the Security Guard (2)	No. and Date of the Cheque (3)	Amount (4)
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Authorised Signatory,

(Name and Designation).

FORM 'D'

Annual Return to be submitted by Security Guards Agency

Period of Annual Return :

Date :

Name and Address of the Agency :

Notification No. and Date :

Registration No. of Agency with the Board :

Serial No. (1)	Months (April to March) (2)	Total No. of Security Guard engaged (3)	Total Wages Paid to the Security Guard (4)	The Wages on which the P.F. Contribution is deducted (5)	3% Levy Submitted to the Board (6)
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Authorised Signatory,

(Name and Designation).

By order and in the name of the Governor of Maharashtra,

N. D. THORVE,
Section Officer.